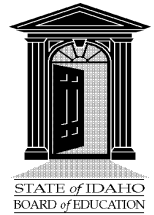


**STATE BOARD OF EDUCATION MEETING**  
**April 20-21, 2011**  
**University of Idaho**  
**Student Union Building, Ballroom**  
**Moscow, Idaho**



**Wednesday, April 20-21, 2011, 9:00 a.m., Student Union Building, Ballroom, Moscow, Idaho**

**BOARDWORK**

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

**BUSINESS AFFAIRS & HUMAN RESOURCES**

**Section II – Finance**

1. Overview – Student Tuition & Fee Rates (Academic Year 2011-2012)
2. Eastern Idaho Technical College – Student Tuition & Fee Rates (Academic Year 2011-2012)
3. Lewis-Clark State College – Student Tuition & Fee Rates (Academic Year 2011-2012)
4. University of Idaho – Student Tuition & Fee Rates (Academic Year 2011-2012)
5. Boise State University – Student Tuition & Fee Rates (Academic Year 2011-2012)
6. Idaho State University – Student Tuition & Fee Rates (Academic Year 2011-2012)

**CONSENT AGENDA**

**BAHR – SECTION I – HR**

1. Boise State University – New Positions and Changes to Positions
2. Idaho State University – New Positions
3. University of Idaho – New Positions and Changes to Positions

**PPGAC**

4. Alcohol Permits Issued by University Presidents

**DEPARTMENT OF EDUCATION**

1. Superintendent's Update
  - a. Update on Education Reform Legislation Implementation
2. Correction to School District Boundaries

3. Alteration of School District Boundaries – Jefferson Joint School District #251/Madison School district #321
4. Appointments to the Professional Standards Commission
5. George Fox University Boise Center – Proposed MAT Plus Online Teaching Endorsement Program

## **ELECTION OF OFFICERS FOR THE STATE BOARD OF EDUCATION**

### **EXECUTIVE SESSION (Closed to the Public) – SE SUB Ballroom**

#### Boise State University

- TAB 1. A motion to hold an executive session pursuant to Idaho Code §67-2345(1)(d) to consider documents that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.

#### Idaho State University

- TAB 2. A motion to hold an executive session pursuant to Idaho Code §67-2345(1)(c) for deliberations to acquire an interest in real property which is not owned by a public agency

### **OPEN FORUM –Thursday April 21, 2011, 8:30 a.m.**

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

1. University of Idaho Progress Report
2. Presidents' Council Report
3. Professional Technical Education Progress Report
4. Division of Vocational Rehabilitation
5. Idaho State University – Faculty Governance Progress Report
6. School District Trustee Zone Requirements
7. Complete College America Completion Innovation Challenge Grant Application
8. Board Governing Policy and Procedures – I.M. Reporting, First Reading
9. Board Governing Policy and Procedures – I.J. Facilities Use, Second Reading

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

1. Boise State University – Approval of Full Proposal: Master's of Science Degree in STEM Education
2. Idaho State University – Approval of Notice of Intent: Discontinuance of the Dental Lab Technician Program

3. University of Idaho – Approval of Full Proposal: Master’s of Science Degree in Athletic Training
4. University of Idaho – Approval of Notice of Intent: Expansion of Current Professional Practices – Doctor of Education
5. University of Idaho – Approval of Notice of Intent: Restructure and Consolidation of the Department of Microbiology, Molecular Biology, and Biochemistry
6. First Reading, Proposed Amendments to Board Policy III.I., Roles and Missions
7. First Reading, Proposed Amendments to Board Policy III.Z., Delivery of Postsecondary Education – Planning and Coordination of Academic Programs and Courses
8. Dual Credit

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

### **Section I – Human Resources**

1. Amendment to Board Policy – Section II.B. Appointment Authority and Procedures – First Reading
2. Amendment to Board Policy – Grievance and Appeal Procedures – All Employees – First Reading
3. Idaho State University – Employment Agreement – Head Women’s Volleyball Coach

### **Section II – Finance**

1. FY 2013 Budget Guidelines – Line Items
2. FY 2012 Appropriations
  - a. Information - Institutions & Agencies
  - b. College & Universities
  - c. Community Colleges
  - d. Professional-Technical Education
  - e. Promise A Scholarship
  - f. Promise B Scholarship
  - g. Opportunity Scholarship
3. University of Utah School of Medicine Contract
4. Amendment to Board Policy – Sections V.F. – Bonds and Other Indebtedness and Section V.K. – Construction Projects – First Reading
5. Boise State University – Enterprise System Roadmap Project
6. Boise State University – OIT Equipment Purchase
7. Boise State University – Bronco Bookstore Lease

8. University of Idaho – McCall Outdoor Science School, Self-Support Fee
9. University of Idaho – Farmhouse Ground Lease
10. University of Idaho - Railroad Land Exchange
11. Lewis-Clark State College – Parking Easement
12. Lewis-Clark State College – Elevator Replacement Project Loan

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

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

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. The board meeting will commence at 9:00 am on Wednesday, April 20<sup>th</sup>, any items not addressed on Wednesday will carry over to Thursday April 21<sup>st</sup>. Time Certain items will be addressed at the time listed on the agenda.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**COLLEGE AND UNIVERSITIES**

**SUBJECT**

FY 2012 Student Tuition & Fee Rates (Academic Year 2011-2012)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.R.  
Sections 33-3717 and 33-3717A, Idaho Code

**BACKGROUND/DISCUSSION**

Section V.R. contains the board policy that defines fees, the process to change fees, and establishes the approval level required for the various student fees (Chief Executive Officer or the Board). The policy provides in part:

“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.”

Per board policy, Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and Eastern Idaho Technical College (EITC) notified students of proposed fee increases and conducted public hearings. Their respective presidents are now recommending to the Board student fee and tuition rates for FY 2012 (Academic Year 2011-2012).

**Fee Recommendation - Summary**

Full-time resident fee increases being recommended by the institutions for FY 2012 (academic year 2011-2012) are (in order they will be presented) as follows:

	<u>Fee</u>	<u>% Inc.</u>
Eastern Idaho Technical College	\$1,932	5.0%
Lewis-Clark State College	\$5,348	7.0%
University of Idaho	\$5,856	8.4%
Boise State University	\$5,566	5.0%
Idaho State University	\$5,796	7.0%

**Reference Documents**

Page 9 displays information from the *FY 2012 Idaho Legislative Budget Book* showing the reduction in the percentage of the General Fund allocated to the College & Universities over the last 22 years compared to other state budgeted programs. The General Fund allocated to the College & Universities in FY 1989 was 15.5%. In FY 2011 the amount was 9.1%. At the time of the agenda publication the amount for FY 2012 was unknown, but the Board will be provided with the number at the meeting if available. Page 10 shows the impact this

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reduction in the allocation has had on the shift in funding from state general funds to student fees since 1980.

Page 11 compares the current fiscal year WICHE states' average tuition and fees for resident and nonresident students.

Page 12 shows a summary of FY 2011 annual requested student fees.

Staff has prepared charts similar to those included in each institution's tab by aggregating the data for the 4-year institutions. The charts are described below:

- Cost of Attending College vs. Per Capita Income Page 13

The purpose of this chart is to show the increasing cost to attend college (student fees, books and supplies, room and board, personal expenses, and transportation) compared to the per capita income from 2003 to 2010. Each institution has a similar chart showing similar information.

The average cost to attend Idaho's 4-year institutions has grown from \$11,787 in 2003 to \$16,674 in 2010, or 41%, while the Idaho per capita income has increased from \$26,010 to \$31,644, or 22%. The increases in the cost to attend college from 2003 to 2010 are as follows:

Student Fees	61%
Books and Supplies	18%
Room and Board	45%
Personal and Transportation	<u>27%</u>
Total Cost to Attend	41%

- Cost to Deliver College Page 14

The purpose of this chart is to show the costs to deliver college, changes in student enrollment and cost per student FTE. The increases in the cost to deliver college (by major expenditure functional categories) from 2003 to 2010 are as follows:

Instruction	23%
Academic support	51%
Student services	23%
Library services	31%
Athletics & Auxiliaries	60%
Plant and Depreciation	50%
Institutional Support	26%
Financial Aid	<u>56%</u>
Total Increase in Cost to Deliver College	33%

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At the same time, student FTE (top line) has increased by 4%. Taken together, the total cost to deliver college per student FTE (bottom line) has increased by 27% from \$10,228 in 2003 to \$13,025 in 2010.

- Resident Fees, Consumer Price Index (CPI), Per Capita Income, Average Annual Wage, and Higher Education Cost Adjustment      Page 15

The purpose of this chart is to show the annual percentage increase from 2003 to 2010 for resident fees, CPI, Idaho Per Capita Income, Idaho Average Annual Wage, and the Higher Education Cost Adjustment (HECA) computed by the State Higher Education Executive Officers (SHEEO).<sup>1</sup> As the chart indicates, historically when per capita income and annual wages have increased at a higher rate than the previous year, fees have correspondingly increased at a lesser rate. The opposite is also true, when income and wages have increased at a slower rate than the previous year, fees have correspondingly increased at a faster rate.

- FY 2012 Fee Increases Based on Unfunded Maintenance      Page 16

The purpose of this report is to show the fee increase for each institution that would be needed to generate revenue equal to the unfunded Maintenance of Current Operations (MCO) budget request components. This analysis does not, however, account for additional revenues generated by any enrollment growth above that projected in the FY 2011 fee hearing information.

- Fees Requested vs. Fees Approved      Page 17

The purpose of this report is to compare the institutions' requested versus Board-approved fee increases for the fiscal years 2001 through 2011.

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<sup>1</sup> "[O]ver an extended period of time, differences between the market basket of higher education cost increases and the CPI market basket cost increases are material. The most fundamental problem is that the largest expenditure for higher education is salaries for educated people. In the past 20 years, such people have demanded increasingly higher compensation in both the private and public sectors, including colleges and universities. SHEEO developed the Higher Education Cost Adjustment (HECA) as an alternative to the CPI-U and the HEPI for estimating inflation in the costs paid by colleges and universities. HECA is constructed from two federally developed and maintained price indices—the Employment Cost Index (ECI) and the Gross Domestic Product Implicit Price Deflator (GDP IPD). The ECI reflects employer compensation costs including wages, salaries, and benefits. The GDP IPD reflects general price inflation in the U.S. economy." State Higher Education Executive Officers. (2011). *State Higher Education Finance FY 2010*.

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**Institution Fee Proposals**

The detailed fee proposals for each institution are contained in separate tabs (ISU, BSU, LCSC, EITC and UI), and each section includes the following:

- Narrative justification of the fee increase request and planned uses of the additional revenue;
- Schedule detailing the tuition and fee changes;
- Schedule projecting the amount of revenue generated from the tuition and fee changes. This schedule shows the projections to fee revenue based on changes in enrollment and fees. The enrollment changes are an estimate, so revenues would only be realized to the extent of actual adjustments in enrollment. Also, revenue from increased enrollment must also cover the incremental cost of each new student reducing the amount that could go to cover other institutional costs such as unfunded maintenance expenses;
- Schedule displaying a 4-year history of Board-approved fees and the FY 2011 requested fees.
- The same charts as found on pages 12-16 (and described above) at a disaggregated, institution specific level:
  - Chart: Cost of Attending College vs. Per Capita Income
  - Chart: Cost to Deliver College and Cost to Deliver Per Student FTE
  - Chart: Annual % Increase for Fees, CPI, Per Capita Income, Average Wage, and Higher Education Cost Adjustment

**IMPACT**

A critical part of the student fee review process at each institution includes projecting enrollment for the upcoming year. For each institution, on the page following the “Changes to Student Fees” spreadsheet is a page labeled “Potential Student Fee Revenue Changes for FY 2012: Due to Enrollment and Fee Changes.” Each institution has projected its enrollment for the upcoming academic year. When coupled with the proposed fee increase, this drives the total new fee revenue expected for that institution. Although the assumptions behind enrollment projections are not outlined specifically, each institution will be prepared to explain and defend their projections.

A portion of the additional revenue to support FY 2012 institutional operating budgets is generated by increased student fees and tuition. Institutions will discuss the need for the additional fee revenue and how that revenue will be used.

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**STAFF COMMENTS**

The state budget crisis continues, and higher education has once again shared in the state General Fund reductions at a time when enrollment growth is strong, in typical countercyclical fashion. The original General Fund appropriations for FY 2009, 2010, 2011 and 2012 and percent change are below:

General Funds	BSU	ISU	UI	LCSC	Systemwide	Total
<b>FY09 Orig. Approp.</b>	89,148,200	77,378,100	99,457,400	16,052,800	3,115,000	285,151,500
<b>FY10 Orig. Approp.</b>	78,352,400	65,809,500	92,748,000	13,467,500	2,900,700	253,278,100
<i>Chg from FY09</i>	<i>(10,795,800)</i>	<i>(11,568,600)</i>	<i>(6,709,400)</i>	<i>(2,585,300)</i>	<i>(214,300)</i>	<i>(31,873,400)</i>
<i>% Chg from FY09</i>	<i>-12.1%</i>	<i>-15.0%</i>	<i>-6.7%</i>	<i>-16.1%</i>	<i>-6.9%</i>	<i>-11.2%</i>
<b>FY11 Orig. Approp.</b>	70,116,400	59,071,300	73,576,700	12,019,800	2,726,600	217,510,800
<i>Chg from FY10</i>	<i>(8,236,000)</i>	<i>(6,738,200)</i>	<i>(19,171,300)</i>	<i>(1,447,700)</i>	<i>(174,100)</i>	<i>(35,767,300)</i>
<i>% Chg from FY10</i>	<i>-10.5%</i>	<i>-10.2%</i>	<i>-20.7%</i>	<i>-10.7%</i>	<i>-6.0%</i>	<i>-14.1%</i>
<i>Chg from FY09 to FY11</i>	<i>(19,031,800)</i>	<i>(18,306,800)</i>	<i>(25,880,700)</i>	<i>(4,033,000)</i>	<i>(388,400)</i>	<i>(67,640,700)</i>
<i>% Chg from FY09 to FY11</i>	<i>-21.3%</i>	<i>-23.7%</i>	<i>-26.0%</i>	<i>-25.1%</i>	<i>-12.5%</i>	<i>-23.7%</i>
<b>FY12 Orig. Approp.</b>	67,631,800	57,150,200	71,007,400	11,520,800	2,518,100	209,828,300
<i>Chg from FY11</i>	<i>(2,484,600)</i>	<i>(1,921,100)</i>	<i>(2,569,300)</i>	<i>(499,000)</i>	<i>(208,500)</i>	<i>(7,682,500)</i>
<i>% Chg from FY11</i>	<i>-3.5%</i>	<i>-3.3%</i>	<i>-3.5%</i>	<i>-4.2%</i>	<i>-7.6%</i>	<i>-3.5%</i>
<i>Chg from FY09 to FY12</i>	<i>(21,516,400)</i>	<i>(20,227,900)</i>	<i>(28,450,000)</i>	<i>(4,532,000)</i>	<i>(596,900)</i>	<i>(75,323,200)</i>
<i>% Chg from FY09 to FY12</i>	<i>-24.1%</i>	<i>-26.1%</i>	<i>-28.6%</i>	<i>-28.2%</i>	<i>-19.2%</i>	<i>-26.4%</i>

It is reasonable to assume that in the near future State funding will continue to be severely challenged to maintain current operations at the institutions, let alone provide any increases for projected funding needs.

Student fee revenues are an integral part of the funding portfolio, and institutions turn to fees in times of dramatic losses in state funding in order to support core functions and maintain program quality. At the same time, the Board is ever mindful of the State's unenviable statistics when it comes to the number of high school graduates who go directly to college, and has made improving postsecondary education attendance and completion rates one of its highest priorities. Of course, one of the barriers of going to college can be cost. Even among those students who do choose to go, student loan indebtedness can be daunting. According to the Project on Student Debt sponsored by the Pew Charitable Trusts, the average student debt load for the class of 2008 at Idaho's public 4-year institutions was \$21,592. The Project has not received more current information from all of Idaho's public four-year institutions.

Student fees are an inexorable balancing act for the Board and the institutions, with access and affordability on one side, and maintaining quality programming and financial viability on the other. The Board also has to balance the fact that not all institutions are created equal – they have different roles and missions, enrollment, infrastructure and physical plant needs, accreditation requirements, etc. As such, a one-size fits all fee increase could be perceived as a lack of recognition of these inherent differences. While the universities' total fees do vary slightly for FY2011 (a spread of \$116 from lowest to highest), a 4%

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increase, for example, would equate to a total dollar increase that differs by only \$5 from the lowest to the highest.

The institutions request that if a motion is made for an amount less than what was requested, the motion maker specify whether the total amount should be allocated between tuition and fees in the same proportion as requested, or if the institution has the discretion to allocate the increase as they so choose.

Also, Board policy III.T.3.c requires increases to the student fee for the athletic program must be at the same rate of increase as the total student activity fees. The institutions desire the ability to have a “not to exceed” approach to the Athletics Fee so changes to the Athletics Fee could be at a lower rate than the increase in the total student activity fees. This would result in their ability to adjust the Athletics Fee as necessary as long as the rate of change to the Athletics Fee does not exceed the rate of change to the total student activity fee. The Board would need to waive Board policy in order to provide the institutions this flexibility, and the Board could direct staff to revise policy.

Finally, KPMG's *Strategic Financial Analysis for Higher Education* asks Boards to consider the appropriate level of spending that each institution should commit to in order to properly support current operations, as well as preserve sufficient equity for future generations. An example would be a measure of how many current sections were not offered due to student fees invested in future capacity needs for future students thereby extending the time for current students to graduate vs. a measure of future capacity needs that will not be met due to a lack of current investment because student fees are used to increase the number of sections offered to current students in order to reduce the time to graduate. The institutions should be able to discuss the measure of equitable allocation between the generations when reviewing how their additional fees will be used.

**BOARD ACTION**

SEE FOLLOWING PAGES

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I move to waive Board policy III.T.3.c., with respect to the student activity fee for athletics, to allow the institutions to change the student fee for the athletic programs at a rate that is not more than the rate of change of the total student activity fees.

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

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**IDAHO STATE UNIVERSITY:**

I move to approve the annual full-time resident student fee rates for FY 2012 for Idaho State University at an overall increase of \_\_\_\_\_%, to include tuition, facility, technology, and activity fees for a total dollar amount of \$\_\_\_\_\_; and to approve the annual full-time student fee rate for nonresident tuition of \_\_\_\_\_ % for a total dollar amount of \$\_\_\_\_\_.

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

I move to approve all other fees for FY 2012 for Idaho State University as contained in the Idaho State University Fees motion sheet which will be made part of the written minutes.

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

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**BOISE STATE UNIVERSITY:**

I move to approve the annual full-time resident student fee rates for FY 2012 for Boise State University at an overall increase of \_\_\_\_\_%, to include tuition, facility, technology, and activity fees for a total dollar amount of \$\_\_\_\_\_; and to approve the annual full-time student fee rate for nonresident tuition of \_\_\_\_\_ % for a total dollar amount of \$\_\_\_\_\_.

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

I move to approve all other fees for FY 2012 for Boise State University as contained in the Boise State University Fees motion sheet which will be made part of the written minutes.

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

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**LEWIS-CLARK STATE COLLEGE:**

I move to approve the annual full-time resident student fee rates for FY 2012 for Lewis-Clark State College at an overall increase of \_\_\_\_%, to include tuition, facility, technology, and activity fees for a total dollar amount of \$\_\_\_\_; and to approve the annual full-time student fee rate for nonresident tuition of \_\_\_\_% for a total dollar amount of \$\_\_\_\_\_.

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

I move to approve all other fees for FY 2012 for Lewis-Clark State College as contained in the Lewis-Clark State College Fees motion sheet which will be made part of the written minutes.

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

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**EASTERN IDAHO TECHNICAL COLLEGE:**

I move to approve the annual full-time resident student fee rates for FY 2012 for Eastern Idaho Technical College at an overall increase of \_\_\_\_%, to include professional-technical education, technology, and activity fees for a total dollar amount of \$\_\_\_\_; and to approve the annual full-time student fee rate for nonresident tuition of \_\_\_\_ % for a total dollar amount of \$\_\_\_\_\_.

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

I move to approve all other fees for FY 2012 for Eastern Idaho Technical College as contained in the Eastern Idaho Technical College Fees motion sheet which will be made part of the written minutes.

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

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**UNIVERSITY OF IDAHO:**

I move to approve the annual full-time resident student fee rates for FY 2012 for University of Idaho at an overall increase of \_\_\_\_%, to include tuition, facility, technology, and activity fees for a total dollar amount of \$\_\_\_\_; and to approve the annual full-time student fee rate for nonresident tuition of \_\_\_\_ % for a total dollar amount of \$\_\_\_\_\_.

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

I move to approve all other fees for FY 2012 for University of Idaho as contained in the University of Idaho Fees motion sheet which will be made part of the written minutes.

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



# Twenty-Two Year History of General Fund

## Original Appropriations: FY 1990 to FY 2011

Millions of Dollars

Fiscal Year	Public Schools	College & Universities	All Other Education	Total Education	Health & Welfare*	Adult & Juv Corrections	All Other Agencies	Total Gen Fund
2011	\$1,214.3	\$217.5	\$129.9	\$1,561.7	\$436.3	\$180.7	\$205.1	2,383.8
2010	\$1,231.4	\$253.3	\$141.2	\$1,625.8	\$462.3	\$186.8	\$231.7	2,506.6
2009	\$1,418.5	\$285.2	\$175.1	\$1,878.8	\$587.3	\$215.9	\$277.3	2,959.3
2008	\$1,367.4	\$264.2	\$166.2	\$1,797.7	\$544.8	\$201.2	\$276.9	\$2,820.7
2007**	\$1,291.6	\$243.7	\$148.4	\$1,683.7	\$502.4	\$178.0	\$229.7	\$2,593.7
2006	\$987.1	\$228.9	\$141.8	\$1,357.9	\$457.7	\$152.2	\$213.2	\$2,180.9
2005	\$964.7	\$223.4	\$138.3	\$1,326.3	\$407.6	\$142.8	\$205.5	\$2,082.1
2004	\$943.0	\$218.0	\$131.3	\$1,292.3	\$375.8	\$140.6	\$195.3	\$2,004.1
2003	\$920.0	\$213.6	\$130.4	\$1,264.0	\$359.6	\$145.0	\$199.3	\$1,967.9
2002	\$933.0	\$236.4	\$142.1	\$1,311.5	\$358.0	\$147.3	\$227.5	\$2,044.3
2001	\$873.5	\$215.0	\$121.1	\$1,209.5	\$282.1	\$123.2	\$189.2	\$1,804.0
2000	\$821.1	\$202.0	\$110.4	\$1,133.4	\$270.7	\$108.5	\$162.1	\$1,674.7
1999	\$796.4	\$192.9	\$103.5	\$1,092.8	\$252.7	\$106.4	\$159.0	\$1,610.8
1998	\$705.0	\$178.6	\$94.4	\$978.0	\$236.6	\$90.3	\$134.0	\$1,438.9
1997	\$689.5	\$178.0	\$94.4	\$961.9	\$238.5	\$78.6	\$133.7	\$1,412.7
1996	\$664.0	\$171.0	\$88.8	\$923.8	\$224.3	\$73.5	\$127.3	\$1,348.8
1995	\$620.5	\$164.5	\$87.8	\$872.8	\$226.9	\$50.3	\$114.2	\$1,264.2
1994	\$528.0	\$146.0	\$75.7	\$749.7	\$192.5	\$44.2	\$98.1	\$1,084.6
1993	\$497.0	\$139.0	\$73.1	\$709.1	\$163.9	\$37.5	\$96.6	\$1,007.1
1992	\$487.5	\$141.4	\$74.0	\$703.0	\$146.9	\$37.5	\$100.0	\$987.4
1991	\$450.1	\$133.3	\$67.9	\$651.3	\$132.7	\$32.3	\$93.3	\$909.5
1990	\$394.3	\$115.5	\$58.3	\$568.0	\$101.1	\$25.1	\$79.4	\$773.7

### Percentage of Total

Fiscal Year	Public Schools	College & Universities	All Other Education	Total Education	Health & Welfare*	Adult & Juv Corrections	All Other Agencies	Total
2011	50.9%	9.1%	5.5%	65.5%	18.3%	7.6%	8.6%	100%
2010	49.1%	10.1%	5.6%	64.9%	18.4%	7.5%	9.2%	100%
2009	47.9%	9.6%	5.9%	63.5%	19.8%	7.3%	9.4%	100%
2008	48.5%	9.4%	5.9%	63.7%	19.3%	7.1%	9.8%	100%
2007**	49.8%	9.4%	5.7%	64.9%	19.4%	6.9%	8.9%	100%
2006	45.3%	10.5%	6.5%	62.3%	21.0%	7.0%	9.8%	100%
2005	46.3%	10.7%	6.6%	63.7%	19.6%	6.9%	9.9%	100%
2004	47.1%	10.9%	6.6%	64.5%	18.8%	7.0%	9.7%	100%
2003	46.8%	10.9%	6.6%	64.2%	18.3%	7.4%	10.1%	100%
2002	45.6%	11.6%	7.0%	64.2%	17.5%	7.2%	11.1%	100%
2001	48.4%	11.9%	6.7%	67.0%	15.6%	6.8%	10.5%	100%
2000	49.0%	12.1%	6.6%	67.7%	16.2%	6.5%	9.7%	100%
1999	49.4%	12.0%	6.4%	67.8%	15.7%	6.6%	9.9%	100%
1998	49.0%	12.4%	6.6%	68.0%	16.4%	6.3%	9.3%	100%
1997	48.8%	12.6%	6.7%	68.1%	16.9%	5.6%	9.5%	100%
1996	49.2%	12.7%	6.6%	68.5%	16.6%	5.4%	9.4%	100%
1995	49.1%	13.0%	6.9%	69.0%	17.9%	4.0%	9.0%	100%
1994	48.7%	13.5%	7.0%	69.1%	17.8%	4.1%	9.0%	100%
1993	49.3%	13.8%	7.3%	70.4%	16.3%	3.7%	9.6%	100%
1992	49.4%	14.3%	7.5%	71.2%	14.9%	3.8%	10.1%	100%
1991	49.5%	14.7%	7.5%	71.6%	14.6%	3.5%	10.3%	100%
1990	51.0%	14.9%	7.5%	73.4%	13.1%	3.2%	10.3%	100%

\* Juvenile Corrections moved from Health and Welfare to "Adult & Juv Corrections" in FY 1996 and the Department of Environmental Quality and Veterans Services moved to "All Other Agencies" in FY 2001.

\*\* 2007 adjusted for H1 of 2006 Special Session which increased public schools General Fund by \$250,645,700.

**College & Universities Funding History**  
(appropriated funds only)

Fiscal Year	State Support		State Support Subtotal	Tuition	TOTAL	Percent of Total		
	General Funds	Endowment Funds				General Fund	State Supp	Tuition
1980	59,600,000	3,165,200	62,765,200	4,873,000	67,638,200	88.1%	92.8%	7.2%
1981	63,432,000	4,583,000	68,015,000	5,102,700	73,117,700	86.8%	93.0%	7.0%
1982	64,497,400	5,267,200	69,764,600	10,529,800	80,294,400	80.3%	86.9%	13.1%
1983	65,673,700	6,145,900	71,819,600	13,495,800	85,315,400	77.0%	84.2%	15.8%
1984	70,000,000	5,769,400	75,769,400	13,100,000	88,869,400	78.8%	85.3%	14.7%
1985	80,897,300	5,644,000	86,541,300	16,569,000	103,110,300	78.5%	83.9%	16.1%
1986	88,000,000	5,840,800	93,840,800	16,048,000	109,888,800	80.1%	85.4%	14.6%
1987	90,700,000	5,447,000	96,147,000	16,462,300	112,609,300	80.5%	85.4%	14.6%
1988	101,674,700	5,447,000	107,121,700	16,462,300	123,584,000	82.3%	86.7%	13.3%
1989	106,000,000	5,657,100	111,657,100	17,471,000	129,128,100	82.1%	86.5%	13.5%
1990	115,500,000	6,342,100	121,842,100	18,374,800	140,216,900	82.4%	86.9%	13.1%
1991	133,264,300	6,547,100	139,811,400	20,287,800	160,099,200	83.2%	87.3%	12.7%
1992	141,444,000	6,547,100	147,991,100	23,628,300	171,619,400	82.4%	86.2%	13.8%
1993	137,610,000	6,547,100	144,157,100	27,084,600	171,241,700	80.4%	84.2%	15.8%
1994	146,013,700	7,019,800	153,033,500	31,342,800	184,376,300	79.2%	83.0%	17.0%
1995	164,560,600	7,019,800	171,580,400	40,698,300	212,278,700	77.5%	80.8%	19.2%
1996	170,951,800	8,333,000	179,284,800	44,199,100	223,483,900	76.5%	80.2%	19.8%
1997	173,531,800	8,615,400	182,147,200	43,605,200	225,752,400	76.9%	80.7%	19.3%
1998	178,599,700	9,590,900	188,190,600	47,491,900	235,682,500	75.8%	79.8%	20.2%
1999	192,917,100	11,368,800	204,285,900	52,424,600	256,710,500	75.1%	79.6%	20.4%
2000	201,960,100	12,340,000	214,300,100	55,108,400	269,408,500	75.0%	79.5%	20.5%
2001	214,986,500	13,011,400	227,997,900	59,520,900	287,518,800	74.8%	79.3%	20.7%
2002	236,439,800	15,906,700	252,346,500	63,089,600	315,436,100	75.0%	80.0%	20.0%
2003	213,558,800	13,635,900	227,194,700	67,127,300	294,322,000	72.6%	77.2%	22.8%
2004	218,000,000	11,964,600	229,964,600	97,207,800	327,172,400	66.6%	70.3%	29.7%
2005	223,366,200	10,020,500	233,386,700	107,907,800	341,294,500	65.4%	68.4%	31.6%
2006	228,934,100	9,519,600	238,453,700	118,613,000	357,066,700	64.1%	66.8%	33.2%
2007	243,726,400	7,624,800	251,351,200	121,223,700	372,574,900	65.4%	67.5%	32.5%
2008	264,227,700	7,851,500	272,079,200	126,932,600	399,011,800	66.2%	68.2%	31.8%
2009	285,151,500	8,595,000	293,746,500	129,103,000	422,849,500	67.4%	69.5%	30.5%
2010	253,278,100	9,616,400	262,894,500	131,587,900	394,482,400	64.2%	66.6%	33.4%
2011	217,510,800	9,616,600	227,127,400	146,253,000	373,380,400	58.3%	60.8%	39.2%
2012	209,828,300	9,616,600	219,444,900	177,262,700	396,707,600	52.9%	55.3%	44.7%

# College & Universities

## State Ranking by Type of Institution - WICHE States 2010 - 2011 Tuition & Fees

### Annual Resident Undergraduate

Rank	Universities (BSU, ISU, UI)	Amount % of Average		Rank	Other Institutions (LCSC)	Amount % of Average	
1	Washington	9,095	139.5%	1	Oregon	7,065	136.9%
2	Arizona	8,183	125.5%	2	South Dakota	6,871	133.1%
3	Hawaii	8,096	124.2%	3	Washington	6,803	131.8%
4	Colorado	7,748	118.9%	3	North Dakota	5,761	111.6%
5	Oregon	7,478	114.7%	4	Colorado	5,642	109.3%
6	North Dakota	6,798	104.3%	Average		5,162	100.0%
7	California	6,643	101.9%	5	Hawaii	5,041	97.7%
8	South Dakota	6,603	101.3%	6	<b>Idaho</b>	<b>4,998</b>	<b>96.8%</b>
9	Average	6,519	100.0%	7	Montana	4,836	93.7%
10				8	Utah	4,206	81.5%
11	Montana	5,822	89.3%	9	New Mexico	3,901	75.6%
12	Utah	5,712	87.6%	10	Nevada	3,563	69.0%
13	Nevada	5,625	86.3%				
14	New Mexico	5,453	83.7%				
15	<b>Idaho</b>	<b>5,373</b>	<b>82.4%</b>				
16	Alaska	5,225	80.1%				
17	Wyoming	3,927	60.2%				

### Annual Nonresident Undergraduate

Rank	Universities (BSU, ISU, UI)	Amount % of Average		Rank	Other Institutions (LCSC)	Amount % of Average	
1	Colorado	26,294	140.4%	1	Washington	17,013	125.5%
2	California	22,939	122.5%	2	Oregon	16,613	122.5%
3	Washington	22,930	122.5%	3	Colorado	16,515	121.8%
4	Oregon	22,636	120.9%	4	Hawaii	15,133	111.6%
5	Arizona	22,594	120.7%	5	Montana	15,114	111.5%
6	Hawaii	21,536	115.0%	6	<b>Idaho</b>	<b>13,906</b>	<b>102.5%</b>
7	Nevada	18,915	101.0%	Average		13,561	100.0%
8	Montana	18,732	100.0%	7	Nevada	13,381	98.7%
9	Average	18,726	100.0%	8	Utah	12,663	93.4%
10				9	New Mexico	10,524	77.6%
11	New Mexico	17,686	94.4%	10	North Dakota	9,943	73.3%
12	Utah	17,319	92.5%	11	South Dakota	8,368	61.7%
13	North Dakota	16,225	86.6%				
14	<b>Idaho</b>	<b>15,889</b>	<b>84.8%</b>				
15	Alaska	15,815	84.5%				
16	Wyoming	12,237	65.3%				
17	South Dakota	8,100	43.3%				

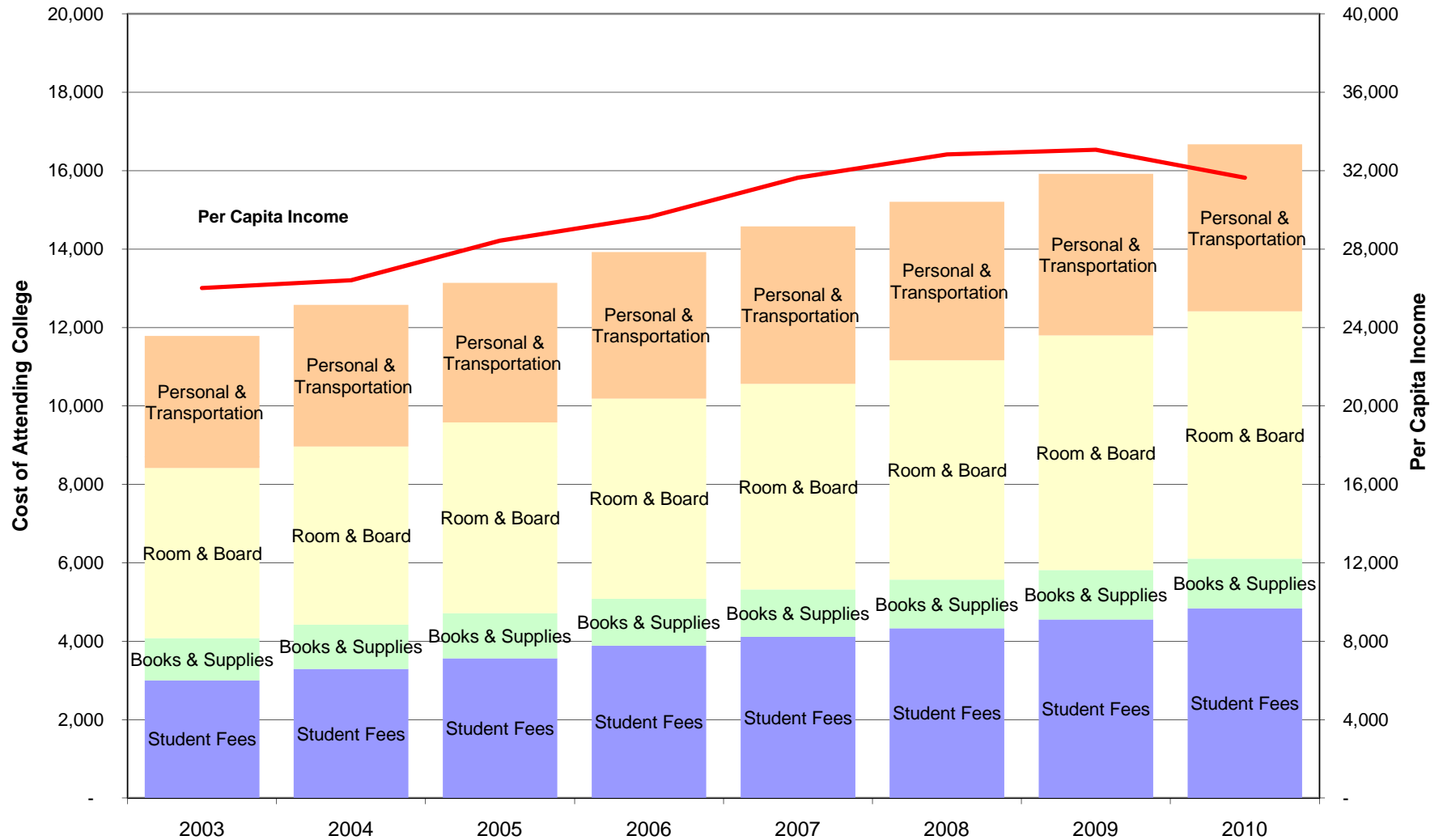
Source: WICHE 2010-2011 Detailed Tuition & Fees Tables, November, 2010.

# Colleges & Universities

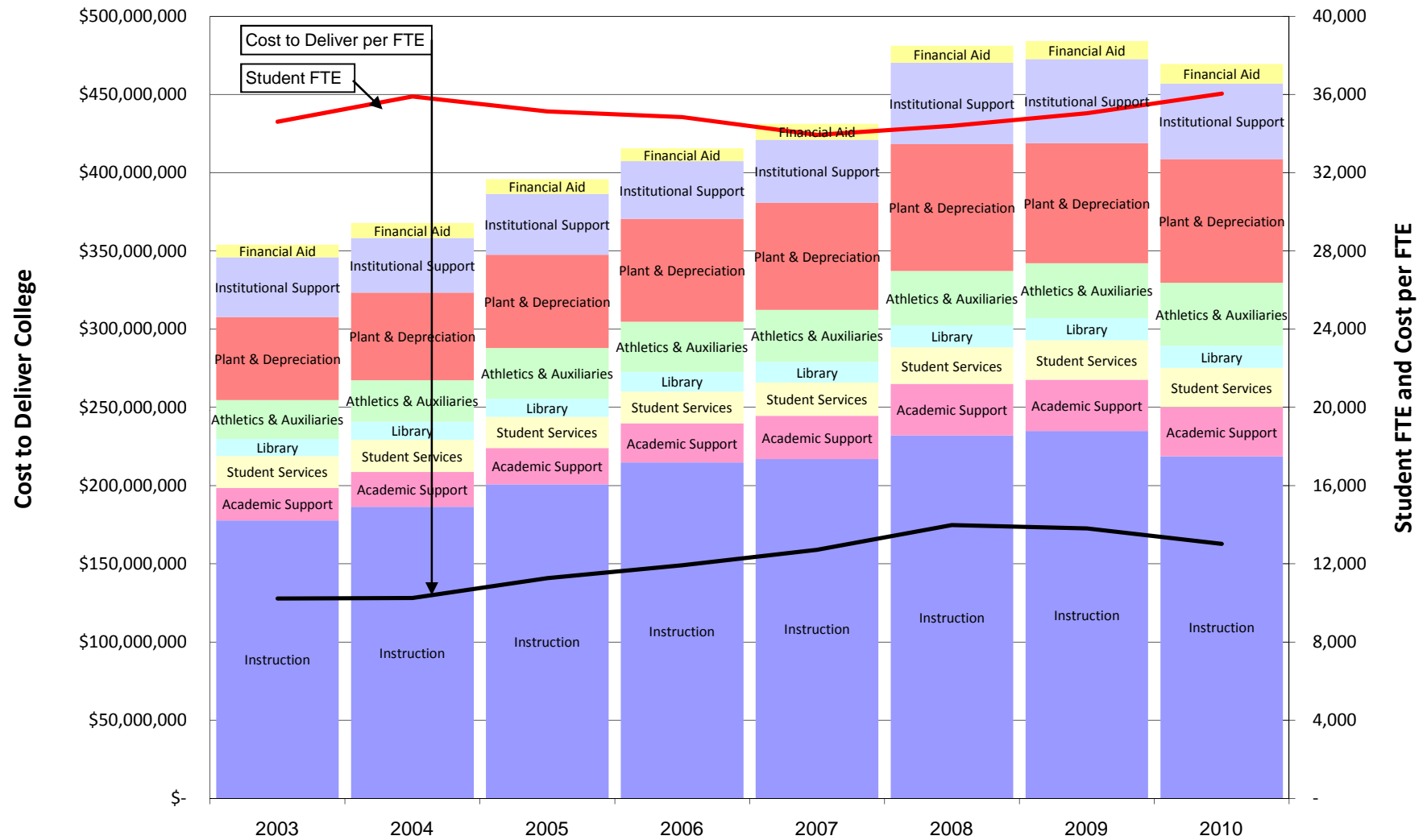
## Summary of FY 2012 Annual Student Fees - As Requested Board Meeting: April 21, 2011

Institution	FY 2011 Fees	Requested Fee Increases		Total Requested FY 2012 Fees
		Amount	% Incr	
1 Full-time Fees & Tuition:				
2 Resident Tuition and Fees:				
3 Undergraduate:				
4 Boise State University	\$5,300.00	\$266.00	5.0%	\$5,566.00
5 Idaho State University	\$5,416.00	\$380.00	7.0%	\$5,796.00
6 University of Idaho	\$5,402.00	\$454.00	8.4%	\$5,856.00
7 Lewis Clark State College	\$4,998.00	\$350.00	7.0%	\$5,348.00
8 Eastern Idaho Tech College	\$1,840.00	\$92.00	5.0%	\$1,932.00
9 Average 4 year institutions	\$5,279.00			\$5,641.50
10 Graduate:				
11 Boise State University	\$900.00	\$90.00	10.0%	\$990.00
12 Idaho State University	\$960.00	\$68.00	7.1%	\$1,028.00
13 University of Idaho	\$718.00	\$108.00	15.0%	\$826.00
14 Average Graduate	\$859.33			\$948.00
15 Nonresident Tuition and Fees:				
16 Undergraduate	(In addition to the tuition and fees paid by resident students)			
17 Boise State University	\$9,456.00	\$944.00	10.0%	\$10,400.00
18 Idaho State University	\$10,500.00	\$736.00	7.0%	\$11,236.00
19 University of Idaho	\$11,592.00	\$928.00	8.0%	\$12,520.00
20 Lewis Clark State College	\$8,908.00	\$624.00	7.0%	\$9,532.00
21 Eastern Idaho Tech College	\$4,900.00	\$246.00	5.0%	\$5,146.00
22 Average 4 year institutions	\$10,114.00			\$10,922.00
23				
24 Part-time Credit Hour Tuition & Fees:				
25 Resident Fees: (per credit hour)				
26 Undergraduate:				
27 Boise State University	\$232.00	\$7.00	3.0%	\$239.00
28 Idaho State University	\$273.00	\$17.00	6.2%	\$290.00
29 University of Idaho	\$270.00	\$23.00	8.5%	\$293.00
30 Lewis Clark State College	\$255.00	\$18.00	7.1%	\$273.00
31 Eastern Idaho Tech College	\$86.00	\$4.00	4.7%	\$90.00
32 In-Service Teacher Fee	\$86.00	\$6.00	7.0%	\$92.00
33				
34 Graduate:	(In addition to resident undergraduate fees)			
35 Boise State University	\$50.00	\$5.00	10.0%	\$55.00
36 Idaho State University	\$48.00	\$4.00	8.3%	\$52.00
37 University of Idaho	\$36.00	\$5.00	13.9%	\$41.00
38 In-Service Teacher Fee	\$101.00	\$7.00	6.9%	\$108.00
39				
40 Nonresident Tuition and Fees:				
41 Pt Tm Nonresident Cr Hr Tuition	(In addition to resident fees)			
42 Boise State University	\$84.00	\$8.00	9.5%	\$92.00
43 Idaho State University	\$150.00	\$11.00	7.3%	\$161.00
44 University of Idaho	\$580.00	\$46.00	7.9%	\$626.00
45 Lewis-Clark State College	\$0.00	\$0.00	No Fee	\$0.00
46 Eastern Idaho Tech College	\$86.00	\$4.00	4.7%	\$90.00

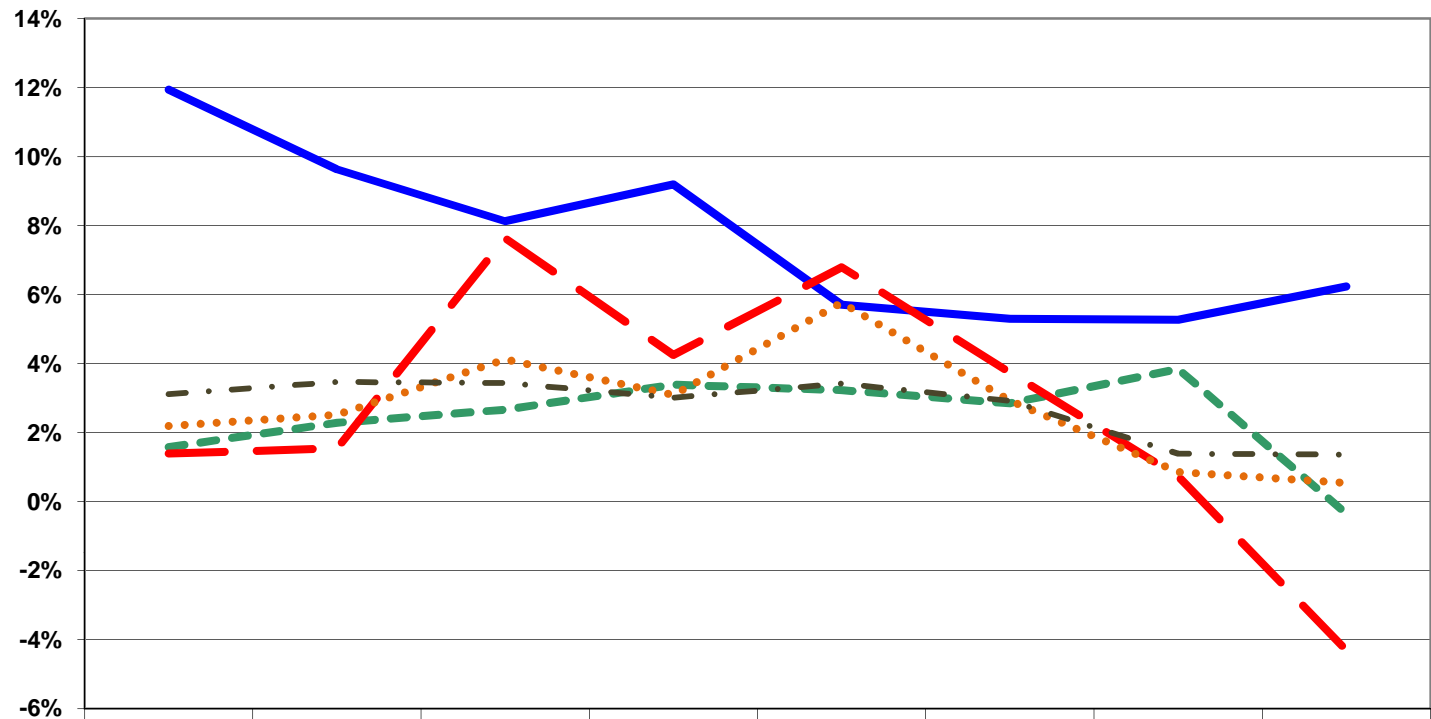
## Cost of Attending College vs. Per Capita Income Idaho 4-year Institutions



# Cost to Deliver College Idaho 4-year Institutions



**Idaho 4-year Institutions**  
**Resident Fees, CPI, Per Capita Income, Average Annual Wage and HECA**  
 % Increase from Prior Year



	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10
Resident Fees	11.94%	9.63%	8.13%	9.20%	5.70%	5.30%	5.27%	6.23%
Consumer Price Index	1.58%	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%
Idaho Per Capita Income	1.40%	1.54%	7.64%	4.25%	6.79%	3.74%	0.73%	-4.31%
Idaho Average Annual Wage	2.19%	2.51%	4.12%	3.09%	5.76%	2.92%	0.86%	0.54%
Higher Education Cost Adj.	3.11%	3.47%	3.44%	3.01%	3.42%	2.92%	1.38%	1.36%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Division of Financial Management Economic Forecast, January 2010

**Idaho College and Universities**  
**FY 2012 Fee Increases Based on Unfunded Maintenance**

		(a)	(b)			(c)	(d)	(e)	(f)	(g)	(h)
		FY 2011					Funds Needed for Maintenance		FY 2012		
		Fee	Enrollment	Revenue					Increase	Enrollment	Revenue % Inc.
<b>BSU</b>	F/T	\$ 5,300.00	12,813	\$ 67,908,900	Inflation	\$	569,100	\$ 521.66	12,813	\$ 6,684,007	9.8%
	P/T	\$ 232.00	58,548	\$ 13,583,136	Replacement Capital		1,440,100	\$ 22.83	58,548	\$ 1,336,935	9.8%
	Summer	\$ 242.00	27,995	\$ 6,774,790	EWA		4,379,300	\$ 23.82	27,995	\$ 666,816	9.8%
	Graduate F/T	\$ 900.00	555	\$ 499,500	Base Reduction		2,844,200	\$ 88.58	555	\$ 49,164	9.8%
	Graduate P/T	\$ 50.00	6,670	\$ 333,500				\$ 4.92	6,670	\$ 32,825	9.8%
	Nonresident	\$ 9,456.00	453	\$ 4,283,568				\$ 930.72	453	\$ 421,615	9.8%
	Nonresident P/T	\$ 84.00	5,000	\$ 420,000				\$ 8.27	5,000	\$ 41,339	9.8%
	Total			\$ 93,803,394	Total Maintenance	\$	9,232,700			\$ 9,232,700	
<b>ISU</b>	F/T	\$ 5,416.00	8,600	\$ 46,577,600	Inflation	\$	534,900	\$ 476.37	8,600	\$ 4,096,817	8.8%
	P/T	\$ 273.00	44,500	\$ 12,148,500	Replacement Capital			\$ 24.01	44,500	\$ 1,068,543	8.8%
	Graduate F/T	\$ 960.00	816	\$ 783,360	EWA		2,543,200	\$ 84.44	816	\$ 68,902	8.8%
	Graduate P/T	\$ 48.00	6,543	\$ 314,064	Base Reduction		2,399,500	\$ 4.22	6,543	\$ 27,624	8.8%
	Nonresident	\$ 10,500.00	225	\$ 2,362,500				\$ 923.55	225	\$ 207,798	8.8%
	Nonresident P/T	\$ 150.00	600	\$ 90,000				\$ 13.19	600	\$ 7,916	8.8%
	Total			\$ 62,276,024	Total Maintenance	\$	5,477,600			\$ 5,477,600	
<b>UI</b>	F/T	\$ 5,402.00	8,595	\$ 46,430,190	Inflation	\$	1,648,200	\$ 701.51	8,595	\$ 6,029,466	13.0%
	P/T	\$ 270.00	11,020	\$ 2,975,400	Replacement Capital		2,371,300	\$ 35.06	11,020	\$ 386,388	13.0%
	Summer	\$ 271.00	8,170	\$ 2,214,070	EWA		815,300	\$ 35.19	8,170	\$ 287,521	13.0%
	Graduate F/T	\$ 718.00	865	\$ 621,070	Base Reduction		2,985,300	\$ 93.24	865	\$ 80,653	13.0%
	Graduate P/T	\$ 36.00	16,970	\$ 610,920				\$ 4.67	16,970	\$ 79,335	13.0%
	Nonresident	\$ 11,592.00	550	\$ 6,375,600				\$ 1,505.35	550	\$ 827,941	13.0%
	Nonresident P/T	\$ 580.00	1,710	\$ 991,800				\$ 75.32	1,710	\$ 128,796	13.0%
	Total			\$ 60,219,050	Total Maintenance	\$	7,820,100			\$ 7,820,100	
<b>LCSC</b>	F/T	\$ 4,998.00	2,247	\$ 11,230,506	Inflation		238,400	\$ 945.42	2,247	\$ 2,124,356	18.9%
	P/T	\$ 255.00	4,905	\$ 1,250,775	Replacement Capital		1,149,700	\$ 48.24	4,905	\$ 236,596	18.9%
	Summer	\$ 255.00	2,100	\$ 535,500	EWA		728,000	\$ 48.24	2,100	\$ 101,295	18.9%
	Nonresident	\$ 8,908.00	60	\$ 534,480	Base Reduction		486,200	\$ 1,685.03	60	\$ 101,102	18.9%
	Nonresident Asotin	\$ 3,168.00	65	\$ 205,920				\$ 599.26	65	\$ 38,952	18.9%
	Total			\$ 13,757,181	Total Maintenance	\$	2,602,300			\$ 2,602,300	



## Student Tuition and Fees History

Comparison of Request vs. Approved

	<u>BSU</u>		<u>ISU</u>		<u>UI</u>		<u>LCSC</u>		<u>EITC</u>	
	Requested	Approved	Requested	Approved	Requested	Approved	Requested	Approved	Requested	Approved
FY01	7.4%	7.4%	7.5%	7.5%	5.5%	5.5%	7.1%	7.1%	4.0%	4.0%
FY02	8.7%	8.7%	8.6%	8.6%	9.9%	9.9%	8.2%	8.1%	4.0%	4.0%
FY03	12.0%	12.0%	12.0%	12.0%	11.9%	11.9%	11.8%	11.8%	4.0%	4.0%
FY04	10.3%	8.9%	9.9%	9.9%	10.0%	10.0%	10.0%	9.6%	4.0%	4.0%
FY05	10.0%	8.3%	7.3%	7.3%	9.9%	8.5%	10.0%	8.5%	6.0%	6.0%
FY06	10.0%	10.0%	9.2%	8.1%	9.3%	9.3%	9.5%	9.5%	3.0%	3.0%
FY07	8.7%	7.3%	7.0%	4.8%	9.5%	5.8%	6.0%	4.9%	3.0%	3.0%
FY08	8.1%	6.2%	5.5%	5.0%	6.0%	5.0%	5.0%	5.0%	3.5%	3.5%
FY09	6.1%	5.0%	7.0%	6.0%	7.9%	5.0%	5.0%	5.0%	3.1%	2.0%
FY10	5.0%	5.0%	9.3%	6.5%	8.5%	6.5%	9.0%	7.0%	5.0%	5.0%
FY11	9.0%	9.0%	9.9%	9.0%	12.0%	9.5%	8.7%	8.7%	5.1%	5.1%

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**EASTERN IDAHO TECHNICAL COLLEGE**

**FY 2012 STUDENT FEE INFORMATION**

- Student Fee Recommendation Narrative Provided by Institution..... Page 3
- Provided by Board Staff:
  - Recommendations for Changes to Student Fees for FY 2012 Page 6
  - Potential Student Fee Revenue Changes for FY 2012 Page 7
  - 4-year History: Board Approved Fees plus FY 2012 Recommended Fees Page 8

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**Eastern Idaho Technical College**  
**Brief Discussion Related To Proposed FY 2012 Fee Increase**

Eastern Idaho Technical College is proposing to increase by 5.0% the full-time resident and full-time non-resident student enrollment fees for the 2011-2012 instructional year. Similarly, the College is proposing to increase the part-time resident and part-time non-resident enrollment fees by 4.7% as part of the College financial plan. The increase in student enrollment fees is anticipated to commence with the 2011 fall semester.

The proposed enrollment fee increases will generate approximately \$51,600 to support general education. Fee revenues generated by the proposed fee increase will be used to enhance educational support as well as support the general maintenance and operations costs of the college.

This proposal moves the college forward with its plan to increase full and part-time fees that will result in the part-time fee that equals 1/12 of the full time fee.

**What specific steps have your institution taken or plan to take to control costs and become more efficient (e.g. operational changes, teaching loads, class sizes, space utilization, trimester system, etc.)?**

Several cost containment efforts have been undertaken which apply to both the instruction and non-instructional aspects of EITC's budget. Eastern Idaho Technical College began fiscal year 2011 with three deans for administration, student services and instruction. During FY 2011 the college has eliminated the dean structure and reorganized to two vice presidents: one for instruction and student services, and one for finance and administration. This reorganization, completed in November 2010, results in a slight annual savings in base salary and shifts costs from the executive management level down to where there is direct payback for the expense. Year to date salary and benefits costs are below FY 2010 primarily due to vacancies, and current year cost savings are not reflective of forthcoming years. However, this FY 2011 savings has allowed diversion of some appropriated funds from salary and benefits to cover operating expenses and replacement of broken capital equipment now rather than postponing those costs to future years.

Instructional cost containment efforts. One of EITC's goals for FY 2012 is to evaluate scheduling within the college, determine whether the number of fully equipped computer training classrooms can be reduced, and improve the utilization of facilities with an associated reduction in equipment support and replacement costs. Scheduling methods are currently under review to support this effort.

Non-instructional cost containment efforts. Efforts continue by EITC, with assistance and funding by the Permanent Building Fund and the Division of Public Works, to improve energy efficiency within the campus. Lighting in the Technical Building has been replaced over the past two years with newer, more efficient systems. A planned project for FY 2012 will replace miscellaneous air units in the Creek Building with a more efficient (lower operating cost) system.

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**What could be the impact of approving a fee increase at a level less than requested (e.g. cap enrollment, reduce programmatic offerings, etc.)?**

Failure to approve the fee increase at the level requested will result in the continued delay in equipment replacement and facilities repairs on campus. Most of the impact will be felt in the information technology area. The majority of fee increases are directed toward support of this critical area so the college can keep the IT infrastructure needed to support instruction reasonably close to current technology.

EITC is expecting an additional reduction in funding from state appropriations this coming fiscal year. The proposed increase will not totally compensate for the projected funding cut (a tuition and fee increase of 8% would be needed if current projections hold true). EITC intends to find other ways to cut operating expenses or personnel costs to address the gap between cuts in appropriated funds and increases in tuition. We continue to be committed to providing students a low cost option for practical training and education which will lead to real jobs. Enrollment is already capped to increase the likelihood that an EITC graduate will have a job available when he or she graduates. Our current offerings match local needs; we will not cut enrollment nor will we reduce program offerings if the fee increase is less than requested.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**EASTERN IDAHO TECHNICAL COLLEGE**  
**PROPOSED STUDENT FEE SCHEDULE**  
**FOR THE 2011-2012 INSTRUCTIONAL YEAR**

	Current Fee Per Semester	Change	Proposed Fee Per Semester	Percent increase
<b><u>FULL-TIME FEES</u></b>				
Institutional Development	10		10	
Library	79		79	
Parking	15		15	
Professional-technical Ed Fee	663	12	675	
Registration	49		49	
Scholarship	31		31	
Student Body	25		25	
Student Union	10		10	
Technology Fee	38	34	72	
Total Full Time Resident Fees	920	46	966	5.0%
<b><u>ADDITIONAL FULL-TIME FEES</u></b>				
Non-Resident Tuition (Note 1)	2450	123	2573	
<b><u>PART-TIME FEES</u></b>				
Resident Fee per Credit	86	4	90	4.7%
<b><u>ADDITIONAL PART-TIME FEES</u></b>				
Non-Resident Fee per Credit (Note 1)	86	4	90	4.7%
<b><u>STUDENT HEALTH INSURANCE</u></b>	84		tba	

Note 1:

A new non-resident student would expect to pay \$3539 (\$966 + \$2573) per semester for fulltime enrollment or \$180 (\$90 + \$90) per part-time credit.

# EASTERN IDAHO TECHNICAL COLLEGE

## Changes to Student Fees for FY 2012 Annual Full-Time Fees and Part-Time Credit Hour Fees

Annual Fees	Bd Appv	FY11 Fees	FY12 Initial Notice	Requested Fees		
				FY12 Fees	Change	% Chg.
<b>Full-time Fees:</b>						
Vocational Education Fee	**	\$1,326.00	\$1,326.00	\$1,350.00	\$24.00	1.8%
Technology Fee	**	76.00	76.00	144.00	68.00	89.5%
Student Activity Fees 1)	**	438.00	438.00	438.00	0.00	0.0%
<b>Total Full-time Fees</b>		<u>\$1,840.00</u>	<u>\$1,840.00</u>	<u>\$1,932.00</u>	<u>\$92.00</u>	<u>5.0%</u>
<b>Part-time Credit Hour Fees:</b>						
Education Fee	**	\$86.00	\$86.00	\$90.00	\$4.00	4.7%
<b>Total Part-time Cr Hr Fees:</b>		<u>\$86.00</u>	<u>\$86.00</u>	<u>\$90.00</u>	<u>\$4.00</u>	<u>4.7%</u>
<b>Additional Nonresident Tuition:</b>						
Full-time Nonresident Tuition	**	\$4,900.00	\$4,900.00	\$5,146.00	\$246.00	5.0%
Part-time Nonresident Tuition/Cr	**	\$86.00	\$86.00	\$90.00	\$4.00	4.7%
1) Changes to Student Activity Fees:						
Full-time:						
Bookstore		\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Institutional Development		\$20.00	\$20.00	\$20.00	\$0.00	0.0%
Library		\$158.00	\$158.00	\$158.00	\$0.00	0.0%
Parking		\$30.00	\$30.00	\$30.00	\$0.00	0.0%
Registration		\$98.00	\$98.00	\$98.00	\$0.00	0.0%
Scholarship		\$62.00	\$62.00	\$62.00	\$0.00	0.0%
Student Body		\$50.00	\$50.00	\$50.00	\$0.00	0.0%
Student Union		\$20.00	\$20.00	\$20.00	\$0.00	0.0%
<b>Total</b>		<u>\$438.00</u>	<u>\$438.00</u>	<u>\$438.00</u>	<u>\$0.00</u>	<u>0.0%</u>



# EASTERN IDAHO TECHNICAL COLLEGE

## Potential Student Fee Revenue Changes for FY 2012

### Due to Enrollment and Fee Changes

Annual Fees	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes			
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes	
	FY11	FY12	Gen Educ	Local	Gen Educ	Local
<b>Full-time Fees:</b>						
Vocational Education Fee	561	561	\$0		\$13,500	
Technology Fee	561	561		\$0		\$38,100
Student Activity Fees 1)	561	561		\$0		\$0
<b>Total Full-time Fees</b>			<u>\$0</u>	<u>\$0</u>	<u>\$13,500</u>	<u>\$38,100</u>
<b>Part-time Credit Hour Fees:</b>						
Education Fee	6,785	6,785			\$27,100	
<b>Total Part-time Cr Hr Fees:</b>			<u>\$0</u>	<u>\$0</u>	<u>\$27,100</u>	<u>\$0</u>
<b>Other Student Fees:</b>						
Full-time Nonresident Tuition	10	10			\$2,500	
Part-time Nonresident Tuition/Cr	0	0			\$0	
<b>Total Other Student Fees</b>			<u>\$0</u>	<u>\$0</u>	<u>\$2,500</u>	<u>\$0</u>
<b>Total Additional Student Fee Revenue</b>			<u><u>\$0</u></u>	<u><u>\$0</u></u>	<u><u>\$43,100</u></u>	<u><u>\$38,100</u></u>
1 Changes to Student Activity Fees:						
Full-time:						
Bookstore	561	561		\$0		\$0
Institutional Development	561	561		\$0		\$0
Library	561	561		\$0		\$0
Parking	561	561		\$0		\$0
Registration	561	561		\$0		\$0
Scholarship	561	561		\$0		\$0
Student Body	561	561		\$0		\$0
Student Union	561	561		\$0		\$0
<b>Total</b>			<u><u>\$0</u></u>	<u><u>\$0</u></u>	<u><u>\$0</u></u>	<u><u>\$0</u></u>

# EASTERN IDAHO TECHNICAL COLLEGE

## 4-year History of Board Approved Fees plus FY12 Requested Fees Annual Full-Time Fees and Part-Time Credit Hour Fees

Annual Fees		FY 2008	FY 2009	FY 2010	FY 2011	Request FY 2012	4-Year Increase	% Increase
1	<b>Full-time Fees:</b>							
2	Vocational Education Fee	\$1,100.00	\$1,132.00	\$1,236.00	\$1,326.00	\$1,350.00	\$250.00	22.73%
3	Technology Fee	40.00	40.00	76.00	76.00	144.00	104.00	260.00%
4	Student Activity Fees 1)	494.00	494.00	438.00	438.00	438.00	(56.00)	-11.34%
5	<b>Total Full-time Fees</b>	<u>\$1,634.00</u>	<u>\$1,666.00</u>	<u>\$1,750.00</u>	<u>\$1,840.00</u>	<u>\$1,932.00</u>	<u>\$298.00</u>	<u>18.24%</u>
6	Percentage Increase	3.5%	2.0%	5.0%	5.1%	5.0%		
7								
8	<b>Part-time Credit Hour Fees:</b>							
9	Education Fee	\$82.00	\$83.00	\$84.00	\$86.00	\$90.00	\$8.00	9.76%
10	<b>Total Part-time Cr Hr Fees:</b>	<u>\$82.00</u>	<u>\$83.00</u>	<u>\$84.00</u>	<u>\$86.00</u>	<u>\$90.00</u>	<u>\$8.00</u>	<u>9.76%</u>
11								
12	<b>Additional Nonresident Tuition:</b>							
13	Full-time Nonresident Tuition	\$4,354.00	\$4,442.00	\$4,664.00	\$4,900.00	\$5,146.00	\$792.00	18.19%
14	Part-time Nonresident Tuition/Cr	<u>\$82.00</u>	<u>\$83.00</u>	<u>\$84.00</u>	<u>\$86.00</u>	<u>\$90.00</u>	<u>\$8.00</u>	<u>9.76%</u>

**LEWIS-CLARK STATE COLLEGE**

**FY 2012 STUDENT FEE INFORMATION**

- Student Fee Recommendation Narrative Provided by Institution..... Page 3
- Provided by Board Staff:
  - Recommendations for Changes to Student Fees for FY 2012 Page 6
  - Potential Student Fee Revenue Changes for FY 2012 Page 7
  - 4-year History: Board Approved Fees plus FY 2012 Recommended Fees Page 8
  - Chart: Cost of Attending College vs. Per Capita Income Page 9
  - Chart: Cost to Deliver College Page 10
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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**Lewis-Clark State College**  
**Student Fee Proposal**

## **Proposed Changes to Student Fees**

Lewis-Clark State College (LCSC) requests approval from the State Board to increase student fees by 7.0% to sustain operations in FY2012.

The objective of this fee increase is to partially offset the negative impacts of the FY2012 budget for LCSC recommended by the Joint Finance Appropriations Committee (JFAC) and prevent deeper cuts to LCSC operations which would be needed if the proposed fee increase were not approved by the Board.

The State Board staff has computed the rate of student fee increase for each of the 4-year institutions which would be required, in theory, to replace the Maintenance of Current Operations (MCO) requests which were not approved by the JFAC, i.e., inflation, replacement capital, and Enrollment Workload Adjustment (EWA) needs; and the latest reduction in the college/universities' General Fund appropriations (4.15% for LCSC):

- BSU        9.8%
- ISU        8.8%
- UI         13.0%
- LCSC      18.9%

The above calculations from Board staff underscore two points: 1) LCSC would experience a disproportionate impact from the State's austere budget if it tried to "keep even" with the current pace of program delivery, student enrollment, and must-pay inflation costs; 2) LCSC's request for a 7% fee increase is less than half of the calculated need for FY2012.

The 4.15% JFAC-proposed general fund cut represents a reduction of \$499,000 for LCSC operations. The JFAC was (again) unable to fund LCSC's request for occupancy costs for the Nursing/Health Sciences Building for \$488,500. The accumulated effects of foregone MCO, the latest budget cut, and occupancy costs exceed \$3.1M. Even if it were possible to avoid/delay all capital replacement outlays for FY2012 (approximately \$1.1M), LCSC would still face a \$2M shortfall. The projected additional revenue from LCSC's requested 7.0% student fee increase is \$960,000 which represents only 1/3 to 1/2 of the budget shortfall.

The rationale for requesting only 7.0% is to minimize the negative impact of a fee increase on access for students/families with limited economic resources to LCSC programs, while minimizing reductions in assigned mission programs. Sustaining an operational tempo at near-2011 levels will require continued austerity measures and a further drawdown of LCSC reserves.

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The impact of a 7.0% tuition increase results in an additional \$350 annually for full-time, resident students at LCSC, or \$175 per semester (or approximately \$35 per month averaged over a typical 10-month academic year). While the College regrets the need to ask for an increase in student fees for FY2012, LCSC's tuition (at \$5,348 per year) will remain well below the average of our Board-assigned peers and WICHE regional averages—and total tuition for LCSC will remain below the current Pell Grant maximum (\$5,500) applicable to our students with greatest financial need. Nevertheless, we anticipate that the requested tuition increase, coupled with regional economic factors and perceptions of students/parents, may have a negative impact on enrollment figures for the next fiscal year: we are projecting no increase in fee-generating enrollment for FY2012.

Of the requested 7% fee increase, 1% will be used to fund student scholarship programs (at the request of the Associated Students of LCSC), and other initiatives will freeze or reduce components of the total cost of attendance at the College; including a 30% reduction in parking costs, expansion of textbook rental offerings (at 45% of regular price), and a freeze of room and board costs for FY2012 at the current year's level. [Keeping all factors in perspective, financial aid has increased 46% since 2009. During that same period, appropriated funding has decreased by 25% and tuition increased by 16%.]

Response to Board Staff Question: *What specific steps has your institution taken to control costs and become more efficient (e.g., operational changes, teaching loads, class sizes, space utilization, trimester system, etc....*

- LCSC has increased its efficiency by delivering courses to a growing number of students with reduced faculty and staff. While unduplicated headcount and credit hour production have increased by 15% from Fall 2008 to Fall 2009, full-time faculty positions decreased over the same period from 173 to 172, and classified and exempt staff positions decreased by 11 positions. The number of courses and credits taught by faculty increased, along with class sizes.
- The increased reliance by students on financial aid over the past two years has compounded the workload due to increased headcount. For example, the volume of residual checks processed by our Controller's Office for students increased by 47% from 2008 to 2010, while the dollar amounts increased by 117%--in a time period in which we reduced personnel in that office.
- LCSC will continue to adhere to a very lean personnel structure to stretch limited dollars. LCSC has a very flat administrative structure with only two vice presidents, without associate or assistance vice presidents, without associate or assistant deans, and without teaching assistants. "Dual-hatting" (assigning multiple functions to individuals and units) is commonplace—the Athletic Director is dual-hatted as a head coach; LCSC uses dual-hatting to avoid expenditures for a full-time General Counsel/Legal Staff and Governmental Relations officers (lobbyists). LCSC carries

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out its core financial operations (Controller's Office, Budget Office, and Purchasing) with a total of 16 personnel—serving over 4,500 students.

- During this period, LCSC minimized maintenance expenditures other than “must pay” and emergency items. The College used strategic reserves to buy (formerly leased) electrical power systems from Avista, achieving rapid payback and reduced operating costs. Staff adapted in-house software to tighten management of space across campus, enabling shifting and sharing of classes and offices to improve space utilization and avoid new construction or leases, and former student rental properties have been converted to office space to accommodate new grant-funded programs.

Response to Board Staff Question: *What is the relative impact of not funding your requested fee increase; what are the trade-offs of an approved fee increase at a level less than requested . . . ?*

- Our sensitivity analysis of various fee scenarios indicates that a 1.0% reduction from our requested 7.0% fee increase would result in an additional loss of \$140,000 to LCSC operations. [This was the basis for LCSC lowering its earlier 8.0% proposal to students when the JFAC scaled back its earlier cut target from 5.3% to 4.15%.] As outlined above, the requested 7.0% increase would close only 1/3 to 1/2 of the FY2012 budget gap. The “7% solution” aims at avoiding major program and personnel reductions and dipping into remaining reserves to sustain access at current enrollment levels, with the hope that the State will begin the multi-year process of closing the EWA, inflation, CEC, and occupancy costs gaps beginning in 2013. A Board reduction of 1% in LCSC's request is also subject to the risk of enrollment changes—for example, if enrollment-generated fees drop by 1% (rather than remaining flat as in LCSC's current assumption), a 1% fee reduction scenario would reduce operating funds by approximately \$250,000, requiring immediate cuts in operations.

LCSC fills a unique role as an open-access, “small college” environment with a high degree of direct engagement between faculty and students. LCSC's students benefit from a sharp focus on student-centered baccalaureate, associate, and certificate programs, and the College's pragmatic approach for dealing with remedial and financial needs. Continued erosion of funding for LCSC programs would disproportionately impact those students with limited financial resources and greater need for remediation and individualized attention to enable them to succeed in programs leading to gainful employment and productive citizenship. LCSC has worked hard to carry out its mission efficiently during the continuing economic downturn. We believe that an important part of the eventual “recovery” plan will be future requests to the Legislature for General Fund increases to roll-back tuition to FY2011 levels (below \$5,000 per year), and then restrict future increases to a conservative inflation index.

# LEWIS-CLARK STATE COLLEGE

## Changes to Student Fees for FY 2012 Annual Full-Time Fees and Part-Time Credit Hours Fees

	Bd Appv	FY11 Fees	FY12 Initial Notice	Requested Fees		
				FY12 Fees	Change	% Chg.
<b>Student Fees:</b>						
<b>1 Full-time Fees:</b>						
2 Tuition Fee	**	\$3,794.00	\$4,194.00	\$4,144.00	\$350.00	9.2%
3 Technology Fee	**	70.00	70.00	70.00	0.00	0.0%
4 Facilities Fees	**	468.00	468.00	468.00	0.00	0.0%
5 Student Activity Fees	**	666.00	666.00	666.00	0.00	0.0%
6 <b>Total Full-time Fees</b>		<u>\$4,998.00</u>	<u>\$5,398.00</u>	<u>\$5,348.00</u>	<u>\$350.00</u>	<u>7.0%</u>
7						
<b>8 Part-time Credit Hour Fees:</b>						
9 Education Fee	**	\$210.00	\$231.00	\$228.00	\$18.00	8.6%
10 Technology Fee	**	4.25	4.25	4.25	0.00	0.0%
11 Facilities Fees	**	13.75	13.75	13.75	0.00	0.0%
12 Student Activity Fees	**	27.00	27.00	27.00	0.00	0.0%
13 <b>Total Part-time Cr Hr Fees</b>		<u>\$255.00</u>	<u>\$276.00</u>	<u>\$273.00</u>	<u>\$18.00</u>	<u>7.1%</u>
14						
<b>15 Summer Credit Hour Fees:</b>						
16 Education Fee	**	\$162.99	\$183.99	\$180.99	\$18.00	11.0%
17 Technology Fee	**	4.25	4.25	4.25	0.00	0.0%
18 Facilities Fees	**	13.75	13.75	13.75	0.00	0.0%
19 Student Activity Fees	**	74.01	74.01	74.01	0.00	0.0%
20 <b>Total Summer Cr Hr Fees</b>		<u>\$255.00</u>	<u>\$276.00</u>	<u>\$273.00</u>	<u>\$18.00</u>	<u>7.1%</u>
21						
<b>22 Other Student Fees:</b>						
23 Nonresident Tuition:						
24 Nonres Tuition	**	\$8,908.00	\$9,622.00	\$9,532.00	\$624.00	7.0%
25 Nonres Tuition-Asotin County	**	\$3,168.00	\$3,168.00	\$3,168.00	\$0.00	0.0%
26 Professional Fees:						
27 None						
28 Other Fees:						
29 Western Undergrad Exchge		\$2,499.00	\$2,699.00	\$2,674.00	\$175.00	7.0%
30 In-service Fees/Cr Hr - Undergrad		\$87.00	\$92.00	\$92.00	\$5.00	5.7%
31 Overload (20 cr. or more)		\$255.00	\$276.00	\$273.00	\$18.00	7.1%
32						
33						
34						
35						
36						
37 <u>Change to Student Activity Fees:</u>						
38 Full-time:						
39 Artist Series (Silverthorne Series)		\$2.00	\$0.00	\$1.50	(\$0.50)	-25.0%
40 Center for Arts & History		\$0.00	\$0.00	\$0.50	\$0.50	0.0%
41 Associated Student Body		\$24.25	\$0.00	\$23.75	(\$0.50)	-2.1%
42 Newspaper		\$5.50	\$0.00	\$5.75	\$0.25	4.5%
43 Radio Station		\$3.00	\$0.00	\$3.25	\$0.25	8.3%
44		<u>\$34.75</u>	<u>\$0.00</u>	<u>\$34.75</u>	<u>\$0.00</u>	<u>0.0%</u>
45						
46 <b>Student fee increases will be effective with the Summer 2010 session.</b>						
47						
48						
49						
50 Student Health Insurance Premium		\$1,232	\$1,232	\$1,232		



**LEWIS-CLARK STATE COLLEGE**  
**Potential Student Fee Revenue Changes for FY**  
**Due to Enrollment and Fee Changes**

		Projected		Potential Revenue Generated Due to Enrollment and Fee Changes			
		HC/SCH	Enrollmt	Enrollment Changes		Fee Changes	
Student Fees:		FY11	FY12	Gen Educ	Local	Gen Educ	Local
1	<b>Full-time Fees:</b>		0.0%				
2	Matriculation Fee	2,247	2,247	\$0		\$786,500	
3	Technology Fee	2,247	2,247		0		0
4	Facilities Fees	2,247	2,247		0		0
5	Student Activity Fees	2,247	2,247		0		0
6	<b>Total Full-time Fees</b>			<u>\$0</u>	<u>\$0</u>	<u>\$786,500</u>	<u>\$0</u>
7							
8	<b>Part-time Credit Hour Fees:</b>		0.0%				
9	Education Fee	4,905	4,905	\$0		\$88,300	
10	Technology Fee	4,905	4,905		0		0
11	Facilities Fees	4,905	4,905		0		0
12	Student Activity Fees	4,905	4,905		0		0
13	<b>Total Part-time Cr Hr Fees:</b>			<u>\$0</u>	<u>\$0</u>	<u>\$88,300</u>	<u>\$0</u>
14							
15	<b>Summer Credit Hour Fees:</b>		0.0%				
16	Education Fee	2,100	2,100	\$0		\$37,800	
17	Technology Fee	2,100	2,100		0		0
18	Facilities Fees	2,100	2,100		0		0
19	Student Activity Fees	2,100	2,100		0		0
20	<b>Total Summer Cr Hr Fees</b>			<u>\$0</u>	<u>\$0</u>	<u>\$37,800</u>	<u>\$0</u>
21							
22	<b>Other Student Fees:</b>						
23	Nonresident Tuition:						
24	Nonres Tuition	60	60	\$0		\$37,400	
25	Nonres Tuition-Asotin County	65	65	0		0	
26	Professional Fees:						
27	None						
28	Other Fees:						
29	Western Undergrad Exchge	60	60	0		10,500	
30	In-service Fees/Cr Hr - Undergrad			0		0	
31	Overload (20 cr. or more)			0		0	
32	<b>Total Other Student Fees</b>			<u>\$0</u>	<u>\$0</u>	<u>\$47,900</u>	<u>\$0</u>
33							
34	<b>Total Additional Student Fee Revenue</b>			\$0	\$0	\$960,500	\$0
35							
36							
37	<u>Change to Student Activity Fees:</u>						
38	Full-time:						
39	Artist Series (Silverthorne Series)	2,247	2,247		-		(1,100)
40	Center for Arts & History	2,247	2,247		-		1,100
41	Associated Student Body	2,247	2,247		-		(1,100)
42	Newspaper	2,247	2,247		-		550
43	Radio Station	2,247	2,247		-		550
44					<u>\$0</u>		<u>\$0</u>
45							
46	Student fees increases will be effective with the Summer 2010 session.						
47							
48							
49							
50							

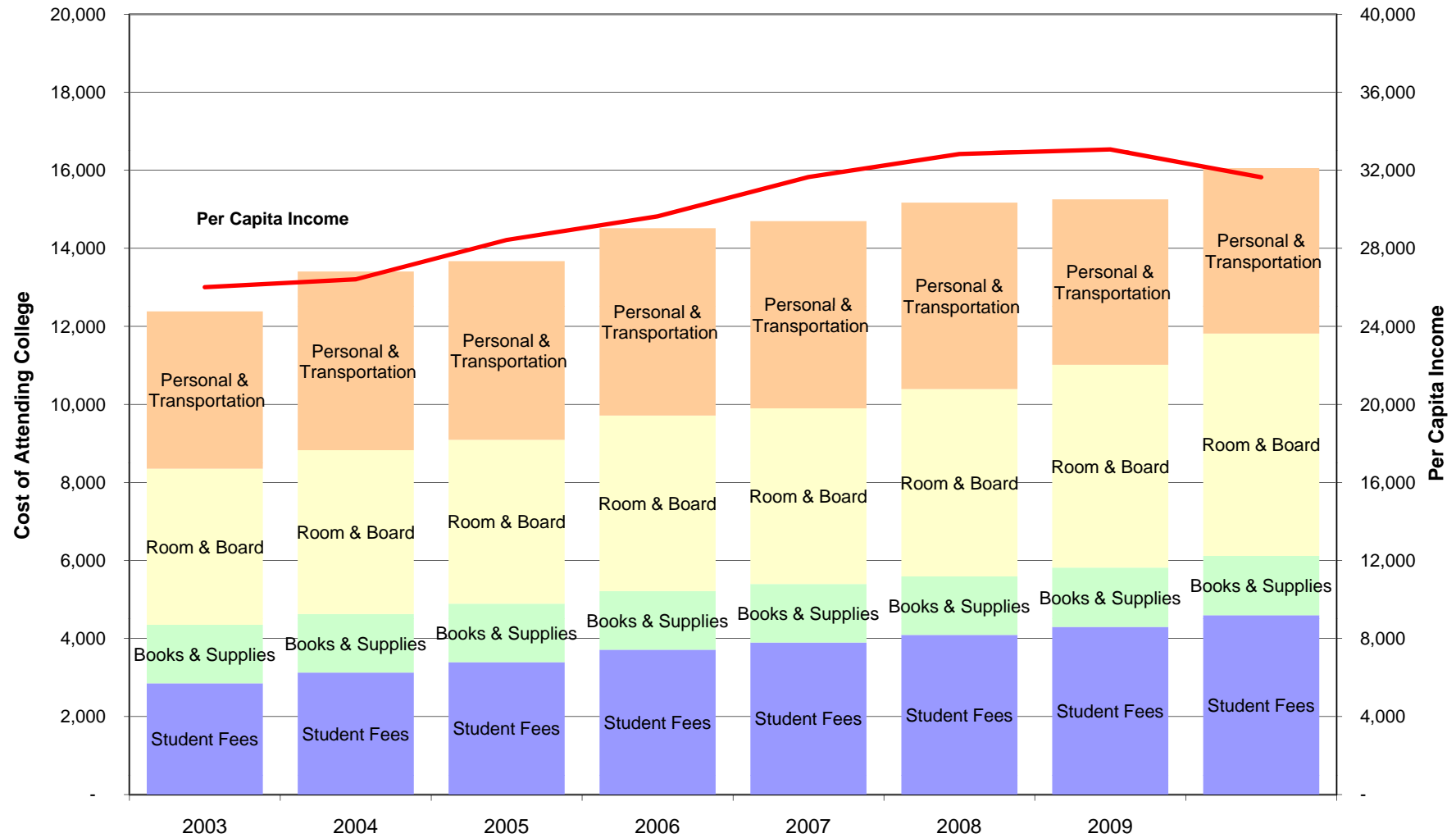
# LEWIS-CLARK STATE COLLEGE

## 4-year History of Board Approved Fees plus FY12 Requested Fees Annual Full-Time Fees and Part-Time Credit Hours Fees

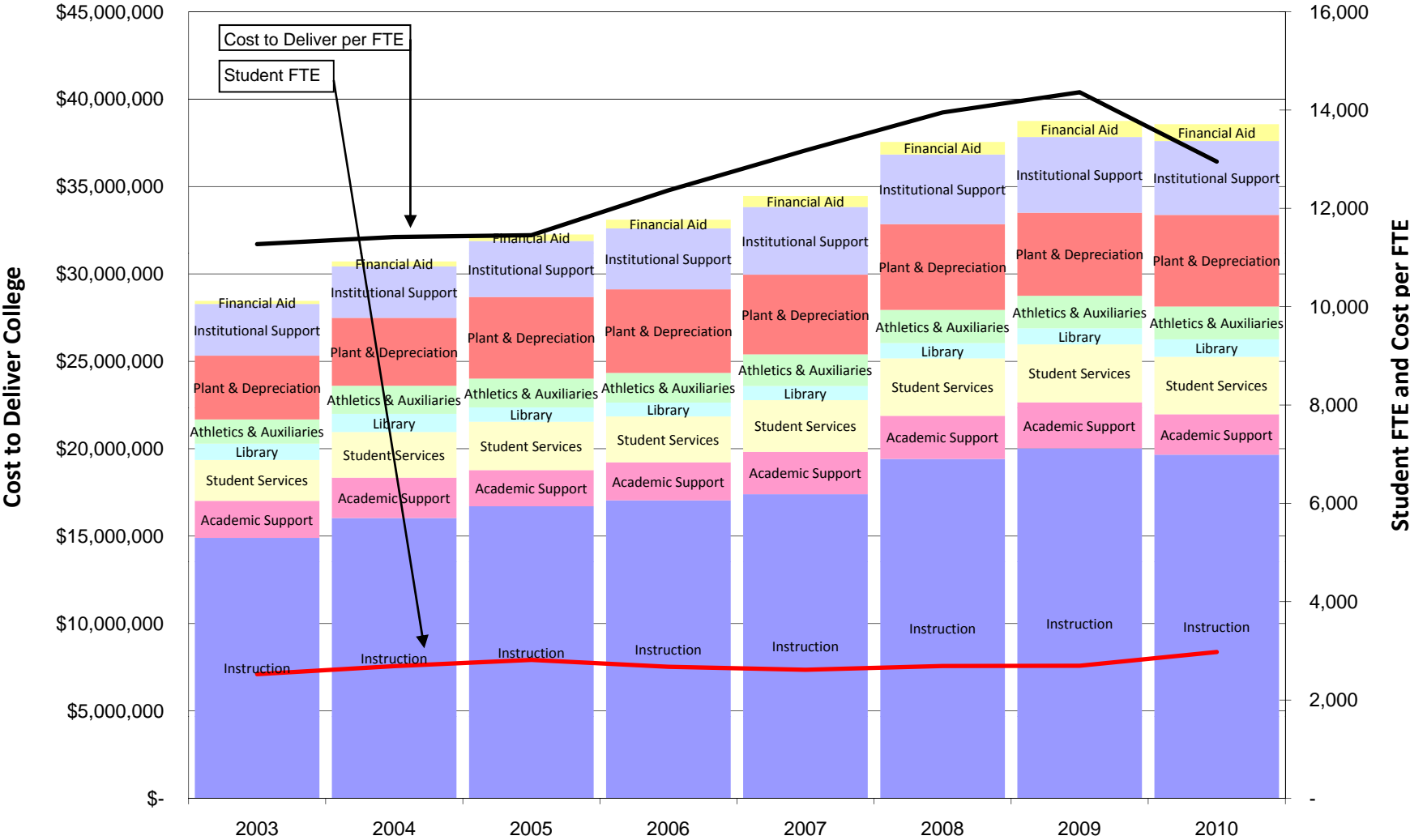
Student Fees:		FY 2008	FY 2009	FY 2010	FY 2011	Request FY 2012	4-Year Increase	% Increase
1	<b>Full-time Fees</b>							
2	Tuition (Unrestricted)	\$ 2,888.00	\$ 3,092.00	\$ 3,392.00	\$ 3,794.00	\$ 4,144.00	\$ 1,256.00	43.5%
3	Technology Fee	70.00	70.00	70.00	70.00	70.00	-	0.0%
4	Facilities Fees	468.00	468.00	468.00	468.00	468.00	-	0.0%
5	Student Activity Fees	666.00	666.00	666.00	666.00	666.00	-	0.0%
6	<b>Total Full-time Fees</b>	<u>\$ 4,092.00</u>	<u>\$ 4,296.00</u>	<u>\$ 4,596.00</u>	<u>\$ 4,998.00</u>	<u>\$ 5,348.00</u>	<u>\$ 1,256.00</u>	<u>30.7%</u>
7	Percentage Increase	5.0%	5.0%	7.0%	8.7%	7.0%		
8								
9	<b>Part-time Credit Hour Fees</b>							
10	Education Fee	\$ 159.00	\$ 170.00	\$ 189.00	\$ 210.00	\$ 228.00	\$ 69.00	43.4%
11	Technology Fee	4.25	4.25	4.25	4.25	4.25	-	0.0%
12	Facilities Fees	13.75	13.75	13.75	13.75	13.75	-	0.0%
13	Student Activity Fees	27.00	27.00	27.00	27.00	27.00	-	0.0%
14	<b>Total Part-time Cr Hr Fees</b>	<u>\$ 204.00</u>	<u>\$ 215.00</u>	<u>\$ 234.00</u>	<u>\$ 255.00</u>	<u>\$ 273.00</u>	<u>\$ 69.00</u>	<u>33.8%</u>
15								
16	<b>Summer Credit Hour Fees</b>							
17	Education Fee	\$ 117.60	\$ 126.72	\$ 145.72	\$ 162.99	\$ 180.99	\$ 63.39	53.9%
18	Technology Fee	4.25	4.25	4.25	4.25	4.25	-	0.0%
19	Facilities Fees	13.75	13.75	13.75	13.75	13.75	-	0.0%
20	Student Activity Fees	68.40	70.28	70.28	74.01	74.01	5.61	8.2%
21	<b>Total Summer Cr Hr Fees</b>	<u>\$ 204.00</u>	<u>\$ 215.00</u>	<u>\$ 234.00</u>	<u>\$ 255.00</u>	<u>\$ 273.00</u>	<u>\$ 69.00</u>	<u>33.8%</u>
22								
23	<b>Other Student Fees</b>							
24	Nonresident Tuition:							
25	Nonres Tuition	\$ 7,290.00	\$ 7,654.00	\$ 8,190.00	\$ 8,908.00	\$ 9,532.00	\$ 2,242.00	30.8%
26	Nonres Tuition-Asotin County	\$ 3,168.00	\$ 3,168.00	\$ 3,168.00	\$ 3,168.00	\$ 3,168.00	\$ -	0.0%
27	Other Fees:							
28	Western Undergrad Exchge	\$ 2,046.00	\$ 2,148.00	\$ 2,298.00	\$ 2,499.00	\$ 2,674.00	\$ 628.00	30.7%
29	In-service Fees/Cr Hr - Undergrad	\$ 72.00	\$ 78.00	\$ 83.00	\$ 87.00	\$ 92.00	\$ 20.00	27.8%
30	Overload (20 cr. or more)	\$ 204.00	\$ 215.00	\$ 234.00	\$ 255.00	\$ 273.00	\$ 69.00	33.8%

Effective Fall 09, A full time student is defined as:  
12 Cr Hrs for Undergrad Students - 9 Cr Hrs for Graduate Students

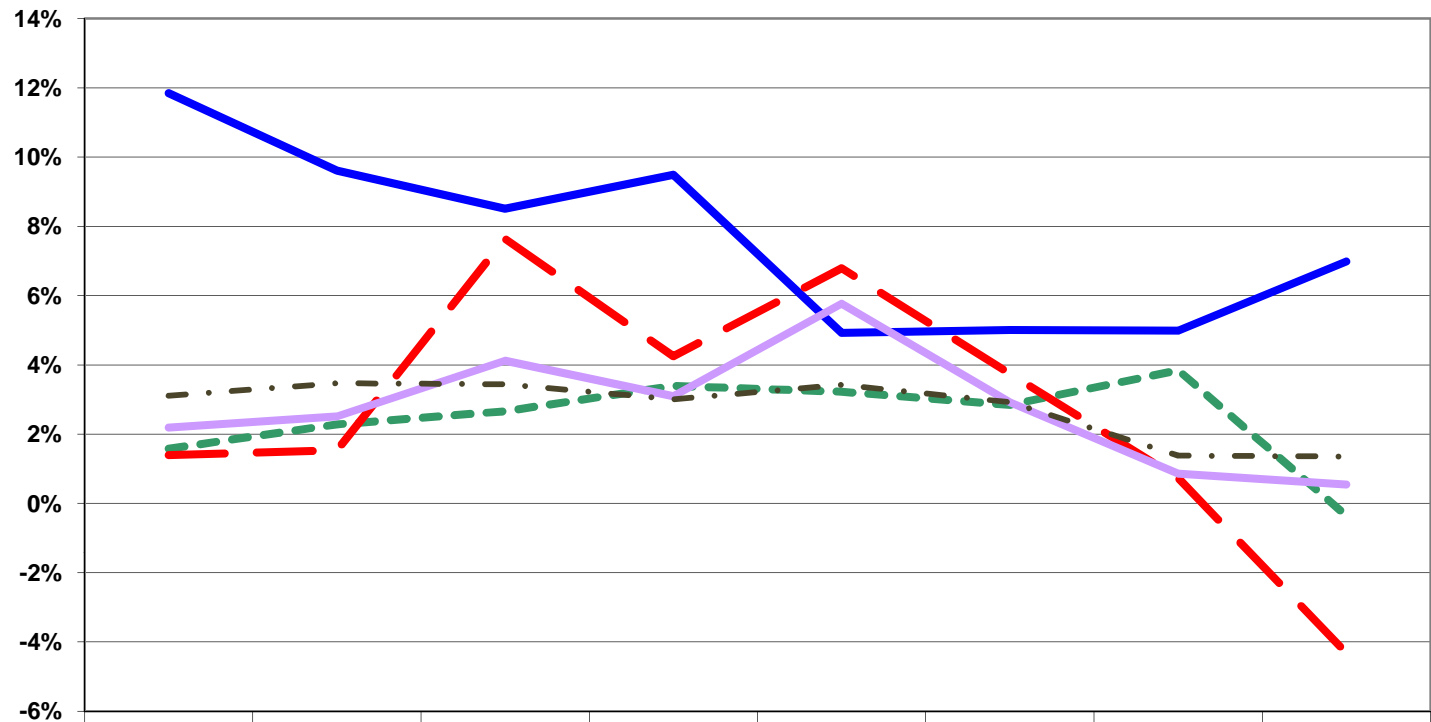
## Cost of Attending College vs. Per Capita Income Lewis-Clark State College



# Cost to Deliver College Lewis-Clark State College



**Lewis-Clark State College**  
**Resident Fees, CPI, Per Capita Income, Average Annual Wage and HECA**  
 % Increase from Prior Year



	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10
Resident Fees	11.84%	9.61%	8.51%	9.49%	4.93%	5.00%	4.99%	6.98%
Consumer Price Index	1.58%	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%
Idaho Per Capita Income	1.40%	1.54%	7.64%	4.25%	6.79%	3.74%	0.73%	-4.31%
Idaho Average Annual Wage	2.19%	2.51%	4.12%	3.09%	5.76%	2.92%	0.86%	0.54%
Higher Education Cost Adj.	3.11%	3.47%	3.44%	3.01%	3.42%	2.92%	1.38%	1.36%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Division of Financial Management Economic Forecast, January 2010

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**UNIVERSITY OF IDAHO**

**FY 2012 STUDENT FEE INFORMATION**

- Student Fee Recommendation Narrative Provided by Institution Page 3
- Provided by Board Staff:
  - Recommendations for Changes to Student Fees for FY 2012 Page 8
  - Potential Student Fee Revenue Changes for FY 2012 Page 9
  - 4-year History: Board Approved Fees plus FY 2012 Recommended Fees Page 10
  - Chart: Cost of Attending College vs. Per Capita Income Page 11
  - Chart: Cost to Deliver College Page 12
  - Chart: Annual % Increase for Fees, CPI, Income, Average Wage, and HECA Page 13

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**University of Idaho**  
**Student Fee Hearing Summary**

**The Fee Process**

The University of Idaho collaborative fee process started in December with preliminary discussions with student leadership about the financial prospects for the coming year and how student activity fees fit into that overall financial picture. The process resumed in January with active participation throughout the remainder of the process by the Student Fee Committee. This representative committee included student leaders from the Associated Student of the University of Idaho, the Graduate and Professional Students Association (GSPA) and the Student Bar Association representing the law school. In addition, the Executive Vice President/Provost and the Executive Director of Planning and Budget met with ASUI Leadership and also with the representatives of the Graduate and Professional Students Association to provide a more extensive review of FY11 finances as well as possible scenarios for FY12 finances. A public meeting of the Student Fee Committee was held on February 11, 2011, wherein each unit presented their fee request. Auxiliary units and others requesting dedicated fee support presented requests for program maintenance and expansion and new programs and activities. The meeting was attended by students and university community members. All fee presentations were submitted to the University Budget Office and posted on the web:

<http://www.uihome.uidaho.edu/default.aspx?pid=118552>

The fee committee met on February 23<sup>rd</sup> to discuss the fee requests from each unit. A comprehensive fee proposal was developed by student leaders and presented to executive leadership on March 3<sup>rd</sup>. The formal University Notice of Intent to Adopt Student Fee and Rate Increases was issued on March 8<sup>th</sup> as required by Board Policy. The period of public comment will begin on March 23<sup>rd</sup> with a public presentation on proposed student fees. The public comment period is open until April 19<sup>th</sup>. During this period, students and interested citizens may provide comment, in writing, regarding the proposed fee increases. These comments will be forwarded to the Regents along with a summary of the Open Forum that occurred on March 23<sup>rd</sup>.

**Fee Request Overview**

The University of Idaho respectfully requests an increase in full-time student fees of \$454 from \$5,402 per year in FY11 to \$5,856 per year in FY12. Part-time student fees for academic year participation are increasing from \$270 in FY11 to \$293 per credit in FY12 and summer rates for the summer of 2011 from \$271 to \$293 per credit respectively. The Student Fee Committee supports this fee increase request and the corresponding increase in tuition. This general student fee increase is a critical part of a bundle of fee increases aimed at meeting our essential missions of education, research and outreach as well as implementing the institution's strategic plan. In addition to the requested increase in the general fee, the University plans to increase non-resident

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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tuition by 8% (from \$11,592 per year to \$12,520) and graduate tuition by 15% (from \$718 to \$826).

The University of Idaho general fee increase request is structured to provide a reasonable likelihood (in the context of other revenue sources, substantial efforts at cost efficiencies, and program consolidations and eliminations) of mitigating much of the base reduction in state funding for FY12 and enabling the institution and its students to continue some movement forward in achieving strategic goals. It does not attempt to make up for the base reductions taken in FY09 and FY10. The key to the fee increase is the level of increase available from University of Idaho tuition. Currently, the University of Idaho has the lowest resident tuition rate of any of Idaho's four year institutions. The Student Fee Committee has recommended a very small increase in student activity fees, and has done so, in large part, to ensure that the maximum resources are available for the tuition increase. Student leadership recognizes tuition revenue as the best fee resource available to mitigate the financial impacts of reduced state funding, to maintain program quality and to move the institution towards its goals.

In making this overall fee increase, the University has been mindful of the comparative costs of attending peer institutions; the overall rate of fee increases at those comparable institutions and the impact any such fee increase might have on access to institutional programs. University and student leadership have also given thought to the negative financial consequences of a smaller fee increase, which would result in further operational and programmatic reductions and reduced opportunities for students in FY12.

In that context, the specific components of the fee increase are as follows:

**Undergraduate Tuition**

The University of Idaho is requesting an increase to the undergraduate tuition of \$448.74 per full-time student per year. With the passage of SJR 101 last fall, and with enabling legislation this spring, the University of Idaho is, for the first time in its history, able to charge tuition and, more importantly, use those tuition dollars to meet any and all of the operating issues in its General Education budget – including instructional costs.

**Facilities Fee**

The University of Idaho has taken a multi-year approach to dealing with deferred maintenance and facility renewal. Several years ago we embarked on a long term plan to renew our capital facility deficiencies. However, this year our request does not include an increase in the facility fee. We did this to focus on increasing available tuition dollars that have the most flexibility in meeting pressing institutional operational needs. We recognize, as we do this, that tuition dollars can be used to meet smaller facility needs, should that be necessary.

### **Technology Fee**

The University of Idaho is not requesting an increase in the technology fee for FY12. Once again, this is consistent with our strategy of focusing our resources on tuition that now provides us the flexibility necessary to meet any and all of the operating issues in the General Education budget, including any critical needs in the area of technology support. The current Technology fee is \$62.70 per fulltime student per semester and the revenue from this fee goes towards covering three major technology service areas:

- Internet Bandwidth,
- Wireless Networking and
- Internet Security.

### **Activities Fees**

The University of Idaho is requesting an increase in activities fees of \$5.26 from \$1,060.66 to \$1,065.92 per full-time student per year. This falls short of the total amount requested by supported programs -- \$10.50 per year -- with most of that increase for maintenance of current operations. Approved fees in this area will provide additional funding for four initiatives as recommended by the Student Fee Committee as well as additional funding for Intercollegiate Athletics as required by State Board of Education policy. Programs receiving additional funding include alcohol education, student counseling and testing, the Women's Center and the Sustainability Center.

### **Steps to Control Costs and Efficiency**

**What specific steps have your institution taken or plan to take to control costs and become more efficient (e.g. operational changes, teaching loads, class sizes, space utilization, trimester system, etc.)? Please differentiate between instructional and non-instructional cost containment efforts. In addition, please differentiate between methods: (i) which have been implemented in the current year, (ii) for which implementation is imminent (i.e. FY11 or FY12), and (iii) which are still in the conceptual stage.**

Response: In FY11 the University of Idaho engaged in all of the following cost containment/efficiency activities:

- Completed restructuring three colleges (Natural Resources from four departments to three; Education from four departments to three; Art and Architecture from three departments to a single integrated college) and initiated a merger of programs in the College of Letters, Arts and Social Sciences,.
- Reduced the number of sections of very small classes and increased average overall class size,

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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- Reorganized the General Education core curriculum, with redistributed requirements,
- Completed an effective outcomes assessment program for all programs,
- Completed an assessment of curriculum efficiencies in every degree program,
- Restructured institutionally provided financial aid to be more effective and more strategic,
- Initiated a new admissions recruiting effort and new training for admissions effectiveness,
- Initiated an additional \$2 million in energy saving projects using interest earnings on the ESCO bonds,
- Conducted an institution-wide restructuring of Institutes and Centers for more effective instruction and research and to be positioned strategically for future growth,
- Required all hiring decisions to be reviewed, on behalf of the President, by the Executive Director Planning and Budget,
- Continued new initiatives in student retention, and
- Increased the number of research grant and contract submissions.

At current fee request levels, the University of Idaho would still need to carry out budget cuts for FY12 at the level of at least 1.5% for operating units within the General Education budget. These reductions are necessary, in part, in order to address required increases in financial aid; to cover the cost of utility price increases; and to provide policy-determined salary increases for faculty that will achieve promotion in rank. These reductions will result in fewer computer labs being available; additional reductions in faculty and staff FTE, and potential reductions in programs that could affect from 60 to 130 students.

**Impact of Funding/Not Funding Requested Fee Increase**

**What could be the impact of approving a fee increase at a level less than requested (e.g. cap enrollment, reduce programmatic offerings, etc.)?**

Response: In collaboration with student leadership, the University of Idaho general fee increase request for FY12 is structured to provide maximum resources to the universities' tuition revenue. Each of the parties, student leadership and the institution's executive team, understand that tuition revenue has the maximum flexibility to meet on-going operational needs of the institution and the ability to sustain the quality of our academic programs. A reduction of the requested fee increase would result in less tuition revenue and in larger budget cuts to General Education funded units, the largest proportion of which is in academic units. Each percentage point decrease in the overall fee increase will require an additional \$550,000 in budget cuts.

A reduced fee increase will result in students still paying more but receiving less. Our students understand this reality and support the fee increase as the best option for sustaining the quality of their education.

Over the past two years, the University has eliminated more than 200 FTE in faculty and staff positions and has consolidated or eliminated 35 programs. We are operating at a level that is nearly 20% more efficient, on a per student basis, than we were just 10 years ago. However, further increases in "efficiency" have reached the point where we are now reducing effectiveness – class sizes are larger; classes are offered less frequently; eliminated programs are no longer available; and classes are increasingly taught by adjunct and temporary faculty. The University wants to increase both its retention and graduation rates, but these require more than triage intervention. It requires that the institution be able to maintain enthusiasm and retention among its faculty and staff – as well as among its students; it requires adequate space and facilities to provide a quality experience. It is impossible for any business, including institutions of higher education to "cut" their way to quality and excellence.

The University leadership's focus for FY11, as it will be for FY12, was to build those aspects of our operation that best poise us for growth and success – student enrollments and engaged research activity are two of those areas. We are committed to owning our own future and to securing a viable future where we can best serve Idaho students and communities. Each successive budget reduction makes that future more and more difficult to attain. We believe we are at a critical turning point in FY12. The fee increase we have requested has been thoroughly vetted and discussed and is essential to providing the University of Idaho with the wherewithal to move from a period of cutting to a period of investing, growth and viability.

# UNIVERSITY OF IDAHO

## Changes to Student Fees for FY 2012 Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:	Bd Appv	FY11 Fees	FY12 Initial Notice	Requested Fees		
				FY12 Fees	Change	% Chg.
<b>Full-time Fees:</b>						
Matriculation Fee	**	\$3,425.44	\$3,874.18	\$3,874.18	\$448.74	13.1%
Technology Fee	**	125.40	125.40	125.40	0.00	0.0%
Facilities Fees	**	790.50	790.50	790.50	0.00	0.0%
Student Activity Fees	**	1,060.66	1,065.92	1,065.92	5.26	0.5%
<b>Total Full-time Fees</b>		<u>5,402.00</u>	<u>5,856.00</u>	<u>5,856.00</u>	<u>454.00</u>	<u>8.4%</u>
<b>Part-time Credit Hour Fees:</b>						
Education Fee	**	\$270.00	\$293.00	\$293.00	\$23.00	8.5%
<b>Total Part-time Cr Hr Fees: *</b>		<u>\$270.00</u>	<u>\$293.00</u>	<u>\$293.00</u>	<u>\$23.00</u>	<u>8.5%</u>
<b>Other Student Fees:</b>						
Graduate Fees:						
Full-time Grad/Prof	**	\$718.00	\$826.00	\$826.00	\$108.00	15.0%
Part-time Graduate/Hour	**	\$36.00	\$41.00	\$41.00	\$5.00	13.9%
Part-time Graduate/Hour Summer	**	\$36.00	\$41.00	\$41.00	\$5.00	13.9%
Summer Session CY2012	**	\$271.00	\$293.00	\$293.00	\$22.00	8.1%
Outreach Programs						
Full-Time		\$5,402.00	\$5,856.00	\$5,856.00	\$454.00	8.4%
Part-Time Academic Year	**	\$270.00	\$293.00	\$293.00	\$23.00	8.5%
Part-Time Summer		\$271.00	\$293.00	\$293.00	\$22.00	8.1%
Nonresident Tuition						
Nonres Tuition - Full-Time	**	\$11,592.00	\$12,520.00	\$12,520.00	\$928.00	8.0%
Part-time Nonres Tuition	**	\$580.00	\$626.00	\$626.00	\$46.00	7.9%
Professional Fees:						
Law College FT	**	\$6,820.00	\$7,358.00	\$7,358.00	\$538.00	7.9%
Law College PT	**	\$341.00	\$368.00	\$368.00	\$27.00	7.9%
Law College PT Summer	**	\$341.00	\$368.00	\$368.00	\$27.00	7.9%
Art & Architecture FT	**	\$938.00	\$986.00	\$986.00	\$48.00	5.1%
Art & Architecture PT	**	\$47.00	\$49.00	\$49.00	\$2.00	4.3%
Art & Architecture PT Summer	**	\$47.00	\$49.00	\$49.00	\$2.00	4.3%
Bioregional Planning FT	**	\$1,000.00	\$1,050.00	\$1,050.00	\$50.00	5.0%
Bioregional Planning PT	**	\$50.00	\$53.00	\$53.00	\$3.00	6.0%
Bioregional Planning PT Summer	**	\$50.00	\$53.00	\$53.00	\$3.00	6.0%
Other Fees:						
Overload Fee (>18 credits)	**	\$211.50	\$234.50	\$234.50	\$23.00	10.9%
Western Undergrad Exchge	**	\$2,701.00	\$2,928.00	\$2,928.00	\$227.00	8.4%
In-service Fees/Cr Hr - UG	**	\$86.00	\$86.00	\$92.00	\$6.00	7.0%
In-service Fees/Cr Hr - UG Summer	**	\$86.00	\$86.00	\$92.00	\$6.00	7.0%
In-service Fees/Cr Hr - Grad	**	\$101.00	\$101.00	\$108.00	\$7.00	6.9%
In-service Fees/Cr Hr - Grad Summer	**	\$101.00	\$101.00	\$108.00	\$7.00	6.9%
<b>Changes to Student Activity Fees</b>						
Full-time						
UI Student Groups (ASUI / GPSA / SBA)		194.00	194.00	194.00	0.00	0.0%
Intercollegiate Athletics		252.78	254.04	254.04	1.26	0.5%
Campus Recreation		127.10	127.10	127.10	0.00	0.0%
Commons/Union Operations		182.30	182.30	182.30	0.00	0.0%
Kibbie Center Operations		72.26	72.26	72.26	0.00	0.0%
Spirit Squad		6.00	6.00	6.00	0.00	0.0%
Student Services		68.50	71.50	71.50	3.00	4.4%
Other (Note A)		157.72	158.72	158.72	1.00	0.6%
		<u>1,060.66</u>	<u>1,065.92</u>	<u>1,065.92</u>	<u>5.26</u>	
					2.63	

Note A Includes Alumni Association, Campus Card, Fine Arts, Locker Services, Marching Band, Performing Arts, Sales Tax, Student Health Services, Student Research Grants, Sustainability Center, and Transit Center.

\*\* The University of Idaho charges the same summer rate for in-state and out-of-state. All summer charges are on a per credit basis (there is no full-time summer rate).

Student Health Insurance Premium \$1,388.00 \$1,388.00 \$ 1,430.00 FY2012 estimate

# UNIVERSITY OF IDAHO

## Potential Student Fee Revenue Changes for FY 12 Due to Enrollment and Fee Changes

Student Fees:	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes			
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes	
	FY11	FY12	Gen Educ	Local	Gen Educ	Local
<b>1 Full-time Fees:</b>		-3.6%				
2 Matriculation Fee	8,955	8,635	(\$1,094,400)		\$3,874,900	
3 Technology Fee	8,955	8,635		(40,100)		0
4 Facilities Fees	8,955	8,635		(252,600)		0
5 Student Activity Fees	8,955	8,635		(338,900)		45,400
6 <b>Total Full-time Fees</b>			<b>(\$1,094,400)</b>	<b>(\$631,600)</b>	<b>\$3,874,900</b>	<b>\$45,400</b>
7						
8 <b>Part-time Credit Hour Fees:</b>		21.0%				
9 Education Fee	11,020	13,330	\$488,600	135,100	\$306,600	\$0
10 <b>Total Part-time Cr Hr Fees:</b>			<b>\$488,600</b>	<b>\$135,100</b>	<b>\$306,600</b>	<b>\$0</b>
11						
12 <b>Other Student Fees:</b>						
13 Graduate Fees:						
14 Full-time Grad/Prof	865	890	\$18,000		\$96,100	
15 Part-time Grad/Prof/CrHr	14,410	17,270	103,000		86,400	
16 Part-time Grad/Prof/CrHr	2,560	4,750	78,800		23,800	
17 Summer Session CY2012	8,170	9,060	189,100	52,100	199,300	
18 Outreach Programs						
19 Full-Time	95	110	63,500	17,600	49,900	
20 Part-Time Academic Year	13,220	16,590	712,800	197,100	381,600	
21 Part-Time Summer	6,980	8,150	213,500	103,500	179,300	
22 Nonresident Tuition						
23 Nonres Tuition - Full-Time	843	1003	1,854,700		930,300	
24 Part-time Nonres Tuition	1,710	2,020	179,800		92,900	
25 Professional Fees:						
26 Law College FT	320	345	170,500		185,600	
27 Law College PT	70	100	10,200		2,700	
28 Law College PT Summer	580	550	(10,200)		14,900	
29 Art & Architecture FT	560	650	84,400		31,200	
30 Art & Architecture PT	380	690	14,600		1,400	
31 Art & Architecture PT Summer	490	540	2,400		1,100	
32 Bioregional Planning FT	25	20	(5,000)		1,000	
33 Bioregional Planning PT	36	40	200		100	
34 Bioregional Planning PT Summ	0	10	500		0	
35 Other Fees:						
36 Overload Fee (>18 credits)	40	120	16,900		2,800	
37 Western Undergrad Exchge	1,555	1,090	(1,256,000)		247,400	
38 In-service Fees/Cr Hr - UG	110	110	0		700	
39 In-service Fees/Cr Hr - UG Sum	20	10	(900)		100	
40 In-service Fees/Cr Hr - Grad	1,400	1,140	(26,300)		8,000	
41 In-service Fees/Cr Hr - Grad St	1,420	910	(51,500)		6,400	
42 <b>Total Other Student Fees</b>			<b>\$2,363,000</b>	<b>\$370,300</b>	<b>\$2,543,000</b>	<b>\$0</b>
43 <b>Total Additional Student Fee Revenue</b>			<b>\$1,757,200</b>	<b>(\$126,200)</b>	<b>\$6,724,500</b>	<b>\$45,400</b>
44						
45 Changes to Student Activity Fees						
46 Full-time						
47 UI Student Groups (ASUI / GP	8,955	8,635		(62,000)		0
48 Intercollegiate Athletics	8,955	8,635		(80,800)		10,900
49 Campus Recreation	8,955	8,635		(40,600)		0
50 Commons/Union Operations	8,955	8,635		(58,200)		0
51 Kibbie Center Operations	8,955	8,635		(23,100)		0
52 Spirit Squad	8,955	8,635		(1,900)		0
53 Student Services	8,955	8,635		(21,900)		25,900
54 Other **	8,955	8,635		(50,400)		8,600
55				(338,900)		45,400
56						
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# UNIVERSITY OF IDAHO

## 4-year History of Board Approved Fees plus FY12 Requested Fees Annual Full-Time Fees and Part-Time Credit Hours Fees

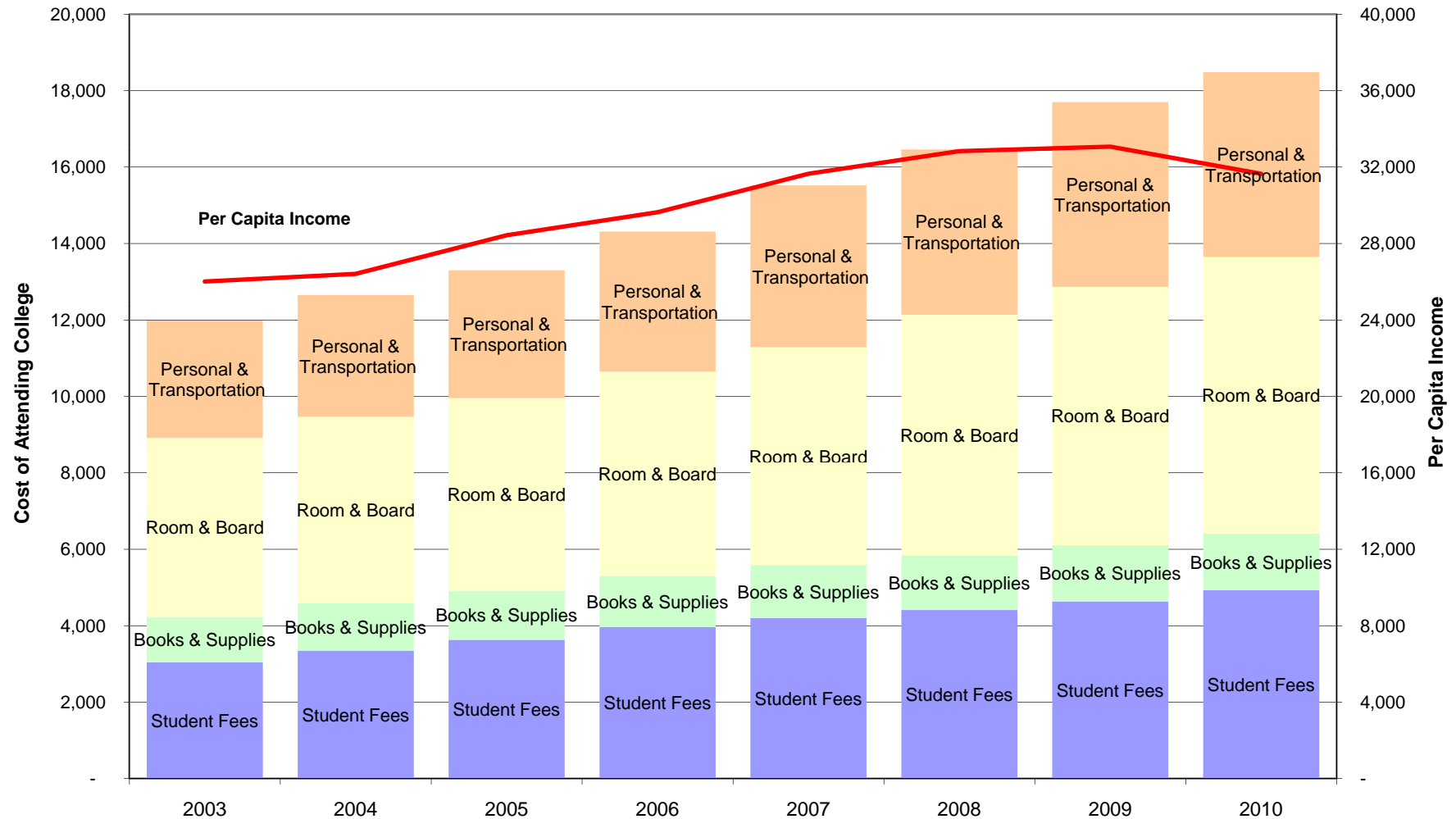
Student Fees:		FY 2008	FY 2009	FY 2010	FY 2011	Request FY 2012	4-Year Increase	% Increase
1	<b>Full-time Fees</b>							
2	Matriculation Fee	\$2,713.40	\$2,827.68	\$3,054.48	\$3,425.44	\$3,874.18	\$1,160.78	42.78%
3	Technology Fee	121.80	121.80	125.40	125.40	125.40	3.60	2.96%
4	Facilities Fees	620.50	680.50	710.50	790.50	790.50	170.00	27.40%
5	Student Activity Fees	954.30	1,002.02	1,041.62	1,060.66	1,065.92	111.62	11.70%
6	<b>Total Full-time Fees</b>	<b>4,410.00</b>	<b>4,632.00</b>	<b>4,932.00</b>	<b>5,402.00</b>	<b>5,856.00</b>	<b>1,446.00</b>	<b>32.79%</b>
7	Percentage Increase	5.0%	5.0%	6.5%	9.5%	8.4%		
8								
9	<b>Part-time Credit Hour Fees</b>							
10	Education Fee	\$155.35	\$238.00	\$251.00	\$270.00	\$293.00	\$137.65	88.61%
11	Technology Fee	6.00	0.00	0.00	0.00	0.00	(6.00)	0.00%
12	Facilities Fees	18.70	0.00	0.00	0.00	0.00	(18.70)	0.00%
13	Student Activity Fees	31.95	0.00	0.00	0.00	0.00	(31.95)	-100.00%
14	<b>Total Part-time Cr Hr Fees</b>	<b>\$212.00</b>	<b>\$238.00</b>	<b>\$251.00</b>	<b>\$270.00</b>	<b>\$293.00</b>	<b>\$81.00</b>	<b>38.21%</b>
15								
16	<b>Other Student Fees</b>							
17	Graduate Fees:							
18	Full-time Grad/Prof	\$540.00	\$580.00	\$624.00	\$718.00	\$826.00	\$286.00	52.96%
19	Part-time Graduate/Hour	\$27.00	\$29.00	\$31.00	\$36.00	\$41.00	\$14.00	51.85%
20	Summer Session	\$200.00	\$228.00	\$241.00	\$271.00	\$293.00	\$93.00	46.50%
21	Outreach Programs	\$212.00	\$238.00	\$251.00	\$270.00	\$293.00	\$81.00	38.21%
22	Nonresident Tuition							
23	Nonres Tuition - Full-Time	\$10,080.00	\$10,080.00	\$10,080.00	\$11,592.00	\$12,520.00	\$2,440.00	24.21%
24	Part-time Nonres Tuition	\$148.00	\$336.00	\$504.00	\$580.00	\$626.00	\$478.00	322.97%
25	Professional Fees:							
26	Law College FT	\$5,250.00	\$5,670.00	\$6,220.00	\$6,820.00	\$7,358.00	\$2,108.00	40.15%
27	Law College PT	\$263.00	\$288.00	\$311.00	\$341.00	\$368.00	\$105.00	39.92%
28	Architecture Programs FT	\$812.00	\$852.00	\$894.00	\$938.00	\$986.00	\$174.00	21.43%
29	Architecture Programs PT	\$40.00	\$43.00	\$45.00	\$47.00	\$49.00	\$9.00	22.50%
30	Bioregional Planning FT		\$0.00	\$1,000.00	\$1,000.00	\$1,050.00	New	New
31	Bioregional Planning PT		\$0.00	\$50.00	\$50.00	\$53.00	New	New
32	Other Fees:							
33	Overload Fee			\$251.00	\$211.50	\$234.50	\$234.50	N/A
34	Western Undergrad Exchge	\$2,204.00	\$2,315.00	\$2,466.00	\$2,701.00	\$2,928.00	\$724.00	32.85%
35	In-service Fees/Cr Hr - Undergrad	\$72.00	\$78.00	\$83.00	\$86.00	\$92.00	\$20.00	27.78%
36	In-service Fees/Cr Hr - Grad	\$86.00	\$92.00	\$98.00	\$101.00	\$108.00	\$22.00	25.58%

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

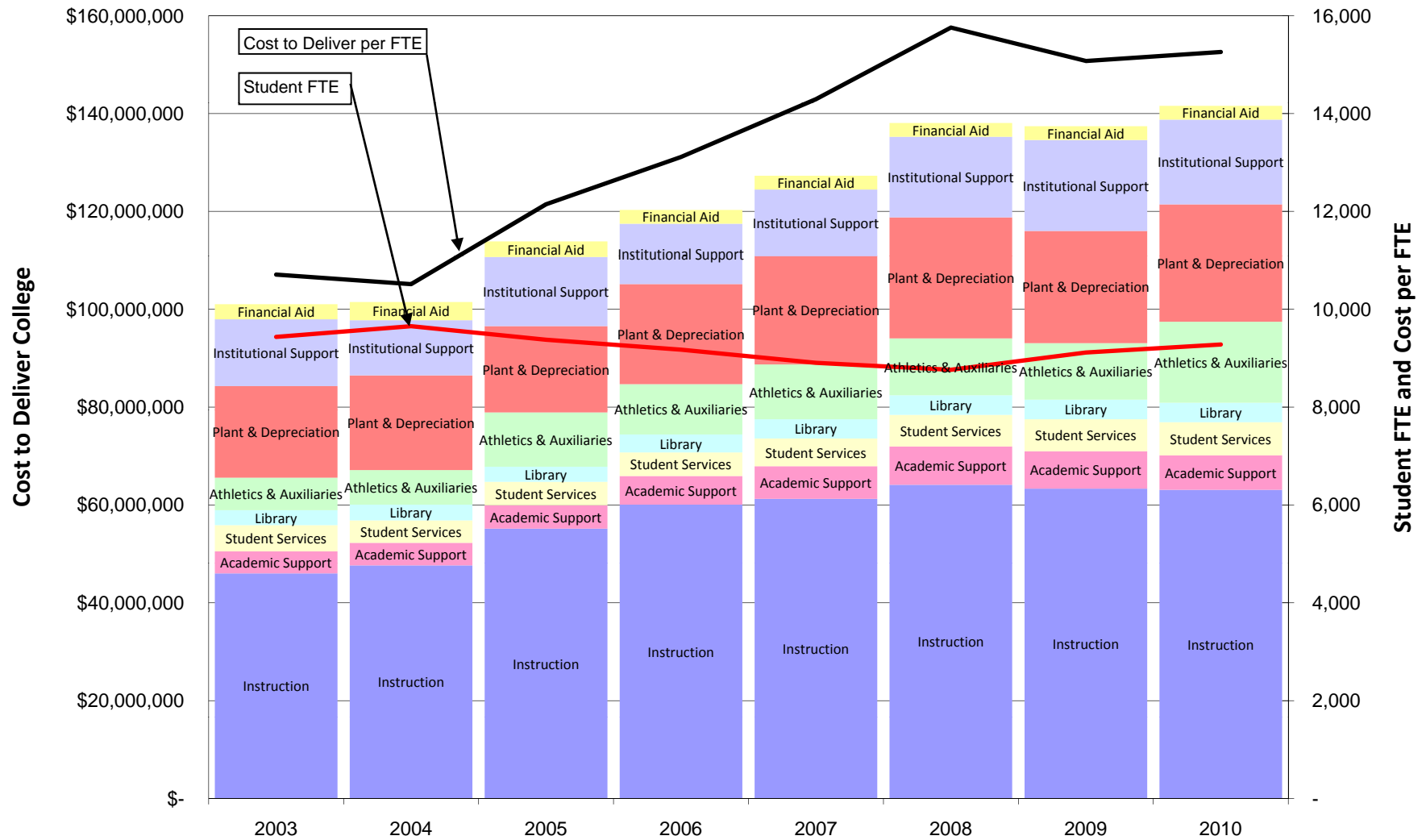
12 Cr Hrs for Undergrad Students - 9 Cr Hrs for Graduate Students



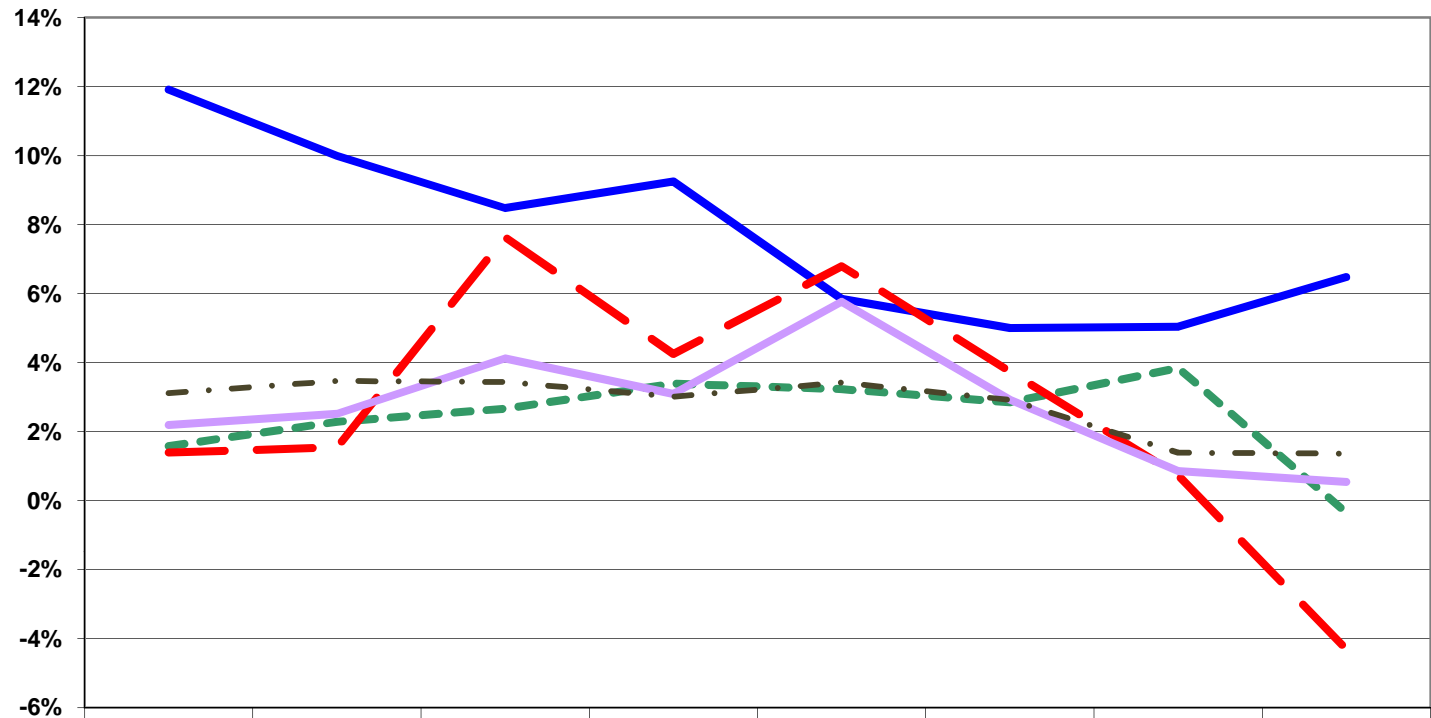
## Cost of Attending College vs. Per Capita Income University of Idaho



# Cost to Deliver College University of Idaho



**University of Idaho**  
**Resident Fees, CPI, Per Capita Income, Average Annual Wage and HECA**  
 % Increase from Prior Year



	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10
Resident Fees	11.91%	9.99%	8.48%	9.25%	5.85%	5.00%	5.03%	6.48%
Consumer Price Index	1.58%	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%
Idaho Per Capita Income	1.40%	1.54%	7.64%	4.25%	6.79%	3.74%	0.73%	-4.31%
Idaho Average Annual Wage	2.19%	2.51%	4.12%	3.09%	5.76%	2.92%	0.86%	0.54%
Higher Education Cost Adj.	3.11%	3.47%	3.44%	3.01%	3.42%	2.92%	1.38%	1.36%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Division of Financial Management Economic Forecast, January 2010

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**BOISE STATE UNIVERSITY**

**FY 2012 STUDENT FEE INFORMATION**

- Student Fee Recommendation Narrative Provided by Institution..... Page 3
- Provided by Board Staff:
  - Recommendations for Changes to Student Fees for FY 2012 Page 6
  - Potential Student Fee Revenue Changes for FY 2012 Page 7
  - 4-year History: Board Approved Fees plus FY 2012 Recommended Fees Page 8
  - Chart: Cost of Attending College vs. Per Capita Income Page 9
  - Chart: Cost to Deliver College Page 10
  - Chart: Annual % Increase for Fees, CPI, Income, Average Wage, and HECA Page 11

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**Boise State University**  
**Student Fee Hearing Summary**

As in prior years, the process to determine Boise State's proposed tuition and fee increase recommendations for FY 2012 was a deliberate, thoughtful and inclusive process involving students and various campus constituents. Given the realities of the budget constraints, economic realities for students and families, significant student enrollment growth at Boise State and alignment with SBOE educational attainment goal, there is much pressure to meet enrollment demand with less resources.

The FY 2012 tuition and fee recommendations include an overall 5% increase for full-time undergraduate resident students. Much of the increase is in tuition in order to ensure the university retains the ability to support core functions and maintain the capacity to serve the steadily growing student population. While the initial notice was for a 7.7% overall increase, the review process resulted in a lower recommended increase; recognizing the impact to our students, and an unwillingness to make up the difference in what is not funded with a sharp increase.

Specific steps that Boise State has taken over the past couple of years to control costs and become more efficient include the following:

- Increased class sizes -- (adding hundreds of additional seats)
- Faculty required to do more due to increased class size (what was a class of 26 students, is now often 40 students)
- Implemented an intercession and grew summer enrollments by over 10% to better utilize space while at the same time addressing student needs to complete course work.
- Examined curriculum and streamlined the number of courses
- Administrative costs have been reduced in areas of staffing and operating costs (as part of the FY 11 budget planning process, non academic units had targeted reductions of \$1.7 million)
- Campus reorganizations in both academic and non-academic areas are on-going as units are required to work more efficiently. Examples include the International Programs Office, Campus Security, and the Office of Information Technology.
- Formed the Alternative Academic Calendar Committee to investigate and analyze potential benefits of different models to more efficiently utilize our scarce resources.

As part of the FY 12 budget planning process, additional cost containment efforts are currently being reviewed. A significant challenge for Boise State is the reality of increased demand for education. Enrollment growth has never been stronger and in FY12 we expect to see our first influx of CWI transfers. Knowing that the demand for courses will continue, part of the budget planning process will require academic program reviews and management of enrollment growth in order to balance the budget. While program review and management of enrollment growth both have established

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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review processes, the urgency for specific action limiting access and/or programs will be imminent if the tuition/fee increase is approved at a level less than requested.

With the recommended tuition increase and the projected FY 12 enrollment growth, the revenue is expected to generate approximately \$8.3 million. The revenue is targeted to mitigate the state budget reduction of \$2.8 million for FY12 and the total unfunded EWA totaling \$10.3 million, and to partially fund needs related to enrollment growth.

In addition to increasing student tuition, Boise State is requiring all units on campus to identify and prioritize reductions of up to 2%. These cost reductions will provide a means for reallocations for fixed costs and occupancy funding for new academic space (utilities, custodial support and building maintenance).

Funding is also necessary for prior commitments. The Micron Technology Foundation funded the creation of the doctoral program in Electrical & Computer Engineering (ECE) in 2006 to build the infrastructure necessary to produce top quality undergraduate and graduate students, and to stimulate research to benefit the Idaho economy. Micron Technology Foundation funding, including a \$3 million gift and a \$2 million dollar-for-dollar match, helped launch an education and research progression previously unavailable in the Boise Valley. Two requirements accompanied this gift: 1) that the university make a firm commitment to the establishment and continued support of the doctoral program moving forward, and; 2) that the university secure partnerships to meet the match challenge. More than 25 private, public and corporate partners answered this challenge and met it in 2009 one year ahead of schedule. The university began transitioning from start-up gift support to university support and had planned to complete the phase-in by the FY2012 budget. This process may take an additional year given the significant reduction in state support since FY08.

In ordinary times, Boise State would rely on funding from the enrollment workload adjustment (EWA) to assist in meeting on-going commitments to academic programs and to address pressure areas due to continued high enrollment growth. Boise State's unfunded prior year EWA requests totals \$5.9 million and the FY 12 EWA request was \$4.4 million. This total unfunded amount is \$10.3 million. In addition, since FY2008 Boise State has experienced a \$32.2 million reduction in state support via holdbacks and permanent budget reductions (\$12.3 in midyear holdbacks in FY 09 and FY 10 and \$19.9 million in base reductions). The magnitude of these budget reductions requires that the University develop a new strategic plan and identify new revenue sources to support the academic and research mission.



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# BOISE STATE UNIVERSITY

## Changes to Student Fees for FY 2012 Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:	Bd Appv	FY11 Fees	FY12 Initial Notice	Requested Fees		
				FY12 Fees	Change	% Chg.
<b>Full-time Fees:</b>						
Tuition (Unrestricted)	**	\$3,555.10	\$3,839.40	\$3,724.10	\$169.00	4.8%
Technology Fee	**	100.50	140.50	\$134.50	34.00	33.8%
Facilities Fees	**	966.00	1,016.00	\$1,010.00	44.00	4.6%
Student Activity Fees	**	678.40	714.50	\$697.40	19.00	2.8%
<b>Total Full-time Fees</b>		<u>\$5,300.00</u>	<u>\$5,710.40</u>	<u>\$5,566.00</u>	<u>\$266.00</u>	<u>5.0%</u>
<b>Part-time Credit Hour Fees:</b>						
Education Fee	**	\$148.72	\$153.72	\$151.22	\$2.50	1.7%
Technology Fee	**	5.15	7.15	6.65	1.50	29.1%
Facilities Fees	**	48.40	50.40	50.40	2.00	4.1%
Student Activity Fees	**	29.73	31.91	30.73	1.00	3.4%
<b>Total Part-time Cr Hr Fees:</b>		<u>\$232.00</u>	<u>\$243.18</u>	<u>\$239.00</u>	<u>\$7.00</u>	<u>3.0%</u>
<b>Summer Fees:</b>						
Education Fee	**	\$167.07	\$172.07	\$170.07	\$3.00	1.8%
Technology Fee	**	5.40	7.40	6.90	1.50	28%
Facilities Fees	**	48.40	50.40	50.40	2.00	4.1%
Student Activity Fees	**	21.13	21.96	21.63	0.50	2.4%
<b>Total Summer Fees:</b>		<u>\$242.00</u>	<u>\$251.83</u>	<u>\$249.00</u>	<u>\$7.00</u>	<u>2.9%</u>
<b>Other Student Fees:</b>						
Graduate Fees:						
Full-time Grad/Prof	**	\$900.00	\$990.00	\$990.00	\$90.00	10.0%
Part-time Graduate/Hour	**	\$50.00	\$55.00	\$55.00	\$5.00	10.0%
Nonresident Tuition:						
Nonres Tuition - full time	**	\$9,456.00	\$10,400.00	\$10,400.00	\$944.00	10.0%
Nonres Fees - part-time		\$84.00	\$92.00	\$92.00	\$8.00	9.5%
Professional Fee:						
Undergrad. Nursing - Con't Students	**	\$200.00	\$200.00	\$200.00	\$0.00	0.0%
Undergrad. Nursing - New Students	**	\$850.00	\$850.00	\$850.00	\$0.00	0.0%
Other Fees:						
Western Undergrad Exchange	**	\$2,650.00	\$2,855.20	\$2,783.00	\$133.00	5.0%
Overload fee		\$232.00	\$243.18	\$239.00	\$7.00	3.0%
In-service Fees/Cr Hr - Undergrad	**	\$86.00	\$92.00	\$92.00	\$6.00	7.0%
In-service Fees/Cr Hr - Grad	**	\$101.00	\$108.00	\$108.00	\$7.00	6.9%
<b>Total Other Student Fees</b>						
Changes to Student Activity Fees:						
Full-time:						
Athletics		\$206.00	\$10.00	\$211.00	\$5.00	2.4%
ASBSU		\$15.60	\$4.40	\$18.60	\$3.00	19.2%
Campus Rec		\$84.50	\$10.00	\$91.50	\$7.00	8.3%
Scholarships		\$30.00	\$2.00	\$30.00	\$0.00	0.0%
Marching Band		\$15.50	\$2.70	\$17.50	\$2.00	12.9%
Support Our Students (new)		\$0.00	\$5.00	\$0.00	\$0.00	NA
Women's Center (new)		\$0.00	\$1.50	\$1.50	\$1.50	NA
International Student Services (new)		\$0.00	\$0.50	\$0.50	\$0.50	NA
Part-time:						
Athletics		\$9.65	\$1.15	\$9.95	\$0.30	3.1%
University News		\$0.25	\$0.15	\$0.40	\$0.15	60.0%
Campus Rec		\$4.05	\$0.50	\$4.52	\$0.47	11.6%
Marching Band		\$0.65	\$0.05	\$0.70	\$0.05	7.7%
Support Our Students (new)		\$0.00	\$0.25	\$0.00	\$0.00	NA
Women's Center (new)		\$0.00	\$0.06	\$0.03	\$0.03	NA
International Student Services (new)		\$0.00	\$0.02	\$0.00	\$0.00	NA
Student Health Insurance Premium		\$1,572	\$1,572	\$1,572		

### Notes:

FY 2012 enrollment forecast based on actual academic enrollments Fall 2010

# BOISE STATE UNIVERSITY

## Potential Student Fee Revenue Changes for FY 2012

### Due to Enrollment and Fee Changes

Student Fees:	Projected HC/SCH Enrollmt		Potential Revenue Generated Due to Enrollment and Fee Changes			
	FY11	FY12	Enrollment Changes		Fee Changes	
			Gen Educ	Local	Gen Educ	Local
<b>1 Full-time Fees:</b>		<b>4.0%</b>				
2 Tuition (Unrestricted)	12,813	13,326	\$1,823,800		\$2,252,100	
3 Technology Fee	12,813	13,326		51,600		453,100
4 Facilities Fees	12,813	13,326		495,600		586,300
5 Student Activity Fees	12,813	13,326		348,000		253,200
6 <b>Total Full-time Fees</b>			<b>1,823,800</b>	<b>895,200</b>	<b>2,252,100</b>	<b>1,292,600</b>
7						
<b>8 Part-time Credit Hour Fees:</b>		<b>4.0%</b>				
9 Education Fee	58,548	60,890	\$348,300		\$152,200	
10 Technology Fee	58,548	60,890		12,100		91,300
11 Facilities Fees	58,548	60,890		113,400		121,800
12 Student Activity Fees	58,548	60,890		69,600		60,900
13 <b>Total Part-time Cr Hr Fees:</b>			<b>348,300</b>	<b>195,100</b>	<b>152,200</b>	<b>274,000</b>
14						
<b>15 Summer Fees:</b>		<b>10.0%</b>				
16 Education Fee	27,995	30,795	\$467,800		\$92,400	
17 Technology Fee	27,995	30,795		15,100		46,200
18 Facilities Fees	27,995	30,795		135,500		61,600
19 Student Activity Fees	27,995	30,795		59,200		15,400
20 <b>Total Summer Fees:</b>			<b>467,800</b>	<b>209,800</b>	<b>92,400</b>	<b>123,200</b>
21						
<b>22 Other Student Fees:</b>						
23 Graduate Fees:						
24 Full-time Grad/Prof	555	611	\$50,000		\$54,900	
25 Part-time Graduate/Hour	6,670	7,337	33,400		36,700	
26 Nonresident Tuition:						
27 Nonres Tuition - full-time	1,453	1,598	1,374,000		1,508,800	
28 Nonres Fees - part-time	1,900	2,090	16,000		16,700	
29 Professional Fees:						
30 Undergrad. Nursing - Con't Students	265	265	-		-	-
31 Undergrad. Nursing - New Students	65	65	-		-	-
32 Other Fees:						
33 Western Undergrad Exchge	185	204	49,000		27,100	
34 Overload Fee	380	380	-		2,700	
35 In-service Fees/Cr Hr - Undergrad			-		-	
36 In-service Fees/Cr Hr - Grad	2,050	2,050	-		14,400	
37 <b>Total Other Student Fees</b>			<b>\$1,522,400</b>	<b>-</b>	<b>\$1,661,300</b>	<b>-</b>
38						
39 <b>Total Additional Student Fee Revenue</b>			<b>\$4,162,300</b>	<b>\$1,300,100</b>	<b>\$4,158,000</b>	<b>\$1,689,800</b>
40						
41 1) Changes to Student Activity Fees:						
42 Full-time:						
43 Marching Band	12,813	13,326		105,700		66,600
44 Student Newspaper	12,813	13,326		8,000		40,000
45 Campus Recreation	12,813	13,326		43,300		93,300
46 Athletics	12,813	13,326		15,400		-
47 Student Health Services	12,813	13,326		8,000		26,700
48 Student Union Operations	12,813	13,326		-		-
49 Student Life	12,813	13,326		-		20,000
50 ASBSU	12,813	13,326		-		6,700
51				<b>180,400</b>		<b>253,300</b>
52 Part-time						
53 Marching Band	58,548	60,890		22,600		18,300
54 Student Newspaper	58,548	60,890		600		9,100
55 Campus Recreation	58,548	60,890		9,500		28,600
56 Athletics	58,548	60,890		1,500		3,000
57 Student Health Services	58,548	60,890		-		-
58 Student Union Operations	58,548	60,890		-		1,800
59 Student Life	58,548	60,890		-		-
				<b>34,200</b>		<b>60,800</b>

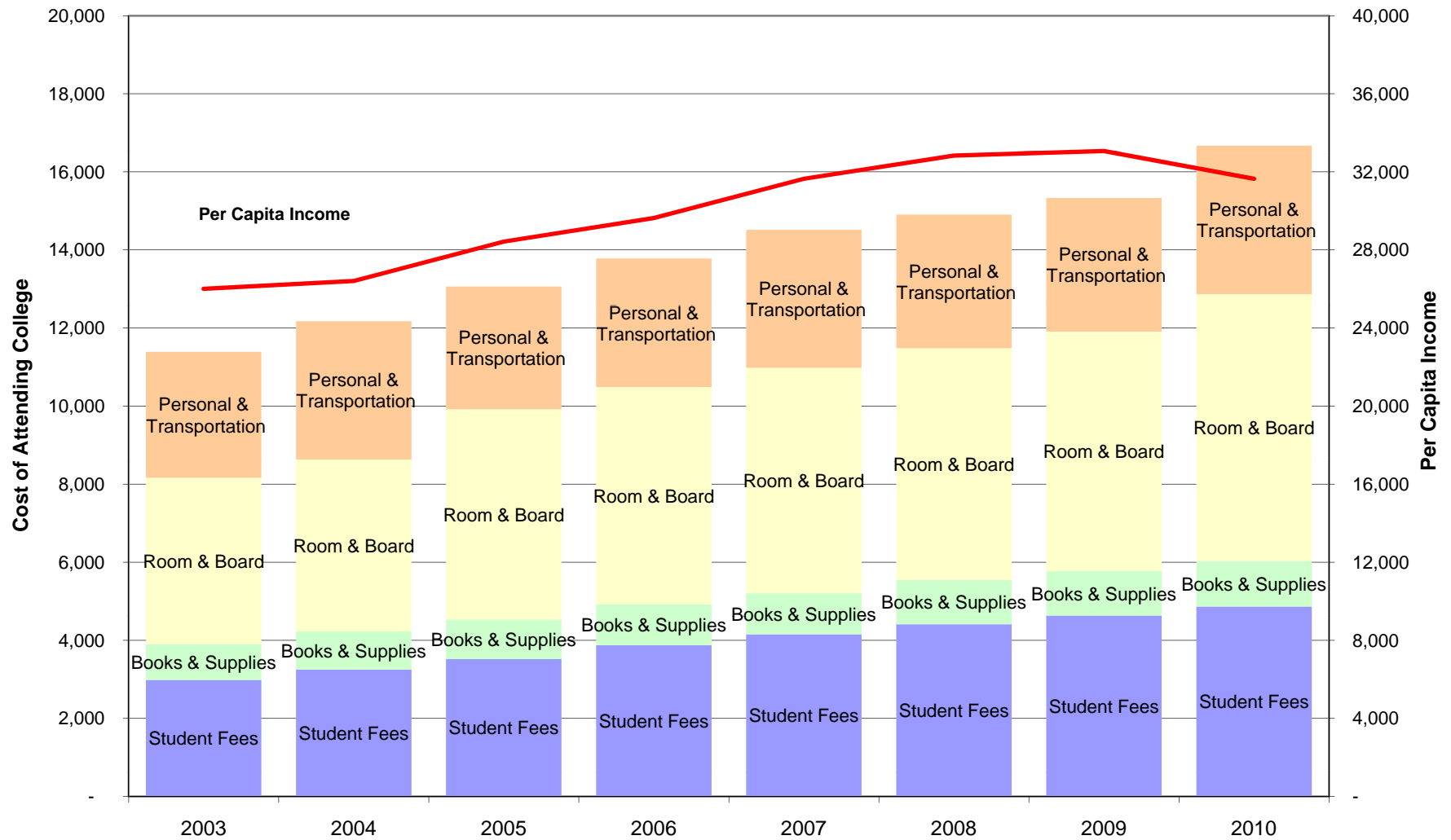
# BOISE STATE UNIVERSITY

## 4-year History of Board Approved Fees plus FY12 Requested Fees Annual Full-Time Fees and Part-Time Credit Hours Fees

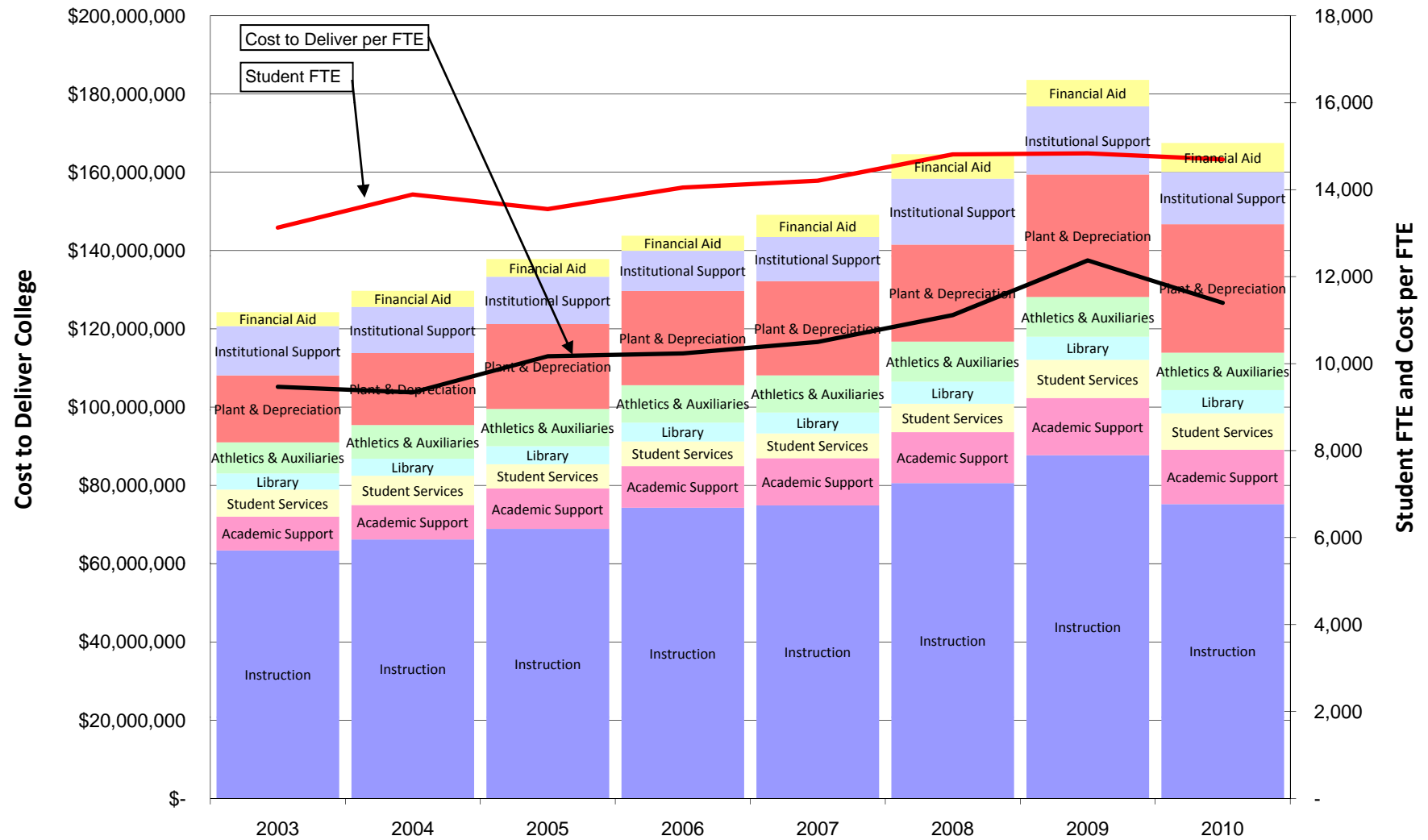
Student Fees:		FY 2008	FY 2009	FY 2010	FY 2011	Request FY 2012	4-Year Increase	% Increase
1	<b>Full-time Fees</b>							
2	Tuition (Unrestricted)	\$2,774.70	\$2,890.60	\$3,105.60	\$3,555.10	\$3,724.10	\$949.40	34.2%
3	Technology Fee	100.50	100.50	100.50	100.50	134.50	34.00	33.8%
4	Facilities Fees	916.00	1,006.00	1,006.00	1,006.00	1,010.00	94.00	10.3%
5	Student Activity Fees	618.80	634.90	651.90	638.40	697.40	78.60	12.7%
6	<b>Total Full-time Fees</b>	<b>\$4,410.00</b>	<b>\$4,632.00</b>	<b>\$4,864.00</b>	<b>\$5,300.00</b>	<b>\$5,566.00</b>	<b>\$1,156.00</b>	<b>26.2%</b>
7	Percentage Increase	6.2%	5.0%	5.0%	9.0%	5.0%		
8								
9	<b>Part-time Credit Hour Fees</b>							
10	Education Fee	\$151.60	\$156.57	\$168.52	\$148.72	\$151.22	(\$0.38)	-0.3%
11	Technology Fee	5.40	5.40	5.15	5.15	6.65	1.25	0.0%
12	Facilities Fees	43.90	48.40	48.40	48.40	50.40	6.50	0.0%
13	Student Activity Fees	26.10	27.63	29.93	29.73	30.73	4.63	17.7%
14	<b>Total Part-time Cr Hr Fees</b>	<b>\$227.00</b>	<b>\$238.00</b>	<b>\$252.00</b>	<b>\$232.00</b>	<b>\$239.00</b>	<b>\$12.00</b>	<b>5.3%</b>
15								
16	<b>Summer Fees</b>							
17	Education Fee	\$152.05	\$153.45	\$166.45	\$167.07	\$170.07	\$18.02	11.9%
18	Technology Fee	5.40	5.40	5.15	5.40	6.90	1.50	27.8%
19	Facilities Fees	43.90	43.90	43.90	48.40	50.40	6.50	14.8%
20	Student Activity Fees	20.65	19.25	20.50	21.13	21.63	0.98	4.7%
21	<b>Total Summer Fees</b>	<b>\$222.00</b>	<b>\$222.00</b>	<b>\$236.00</b>	<b>\$242.00</b>	<b>\$249.00</b>	<b>\$27.00</b>	<b>12.2%</b>
22								
23	<b>Other Student Fees</b>							
24	Graduate Fees:							
25	Full-time Grad/Prof	\$830.00	\$852.00	\$892.00	\$900.00	\$990.00	\$160.00	19.3%
26	Part-time Graduate/Hour	\$45.00	\$47.00	\$49.00	\$50.00	\$55.00	\$10.00	22.2%
27	Nonresident Tuition:							
28	Nonres Tuition - Full Time	\$8,168.00	\$8,576.00	\$9,004.00	\$9,456.00	\$10,400.00	\$2,232.00	27.3%
29	Nonres Tuition - Part Time		\$75.00	\$80.00	\$84.00	\$92.00	\$92.00	New
30	Other Fees:							
31	Western Undergrad Exchge	\$2,204.00	\$2,316.00	\$2,501.00	\$2,650.00	\$2,783.00	\$579.00	26.3%
32	Overload fee	\$227.00	\$238.00	\$252.00	\$232.00	\$239.00	\$12.00	5.3%
33	In-service Fees/Cr Hr - Undergrad	\$72.00	\$78.00	\$83.00	\$86.00	\$92.00	\$20.00	27.8%
34	In-service Fees/Cr Hr - Grad	\$86.00	\$92.00	\$98.00	\$101.00	\$108.00	\$22.00	25.6%

**Effective Fall 09, A full time student is defined as:  
12 Cr Hrs for Undergrad Students - 9 Cr Hrs for Graduate Students**

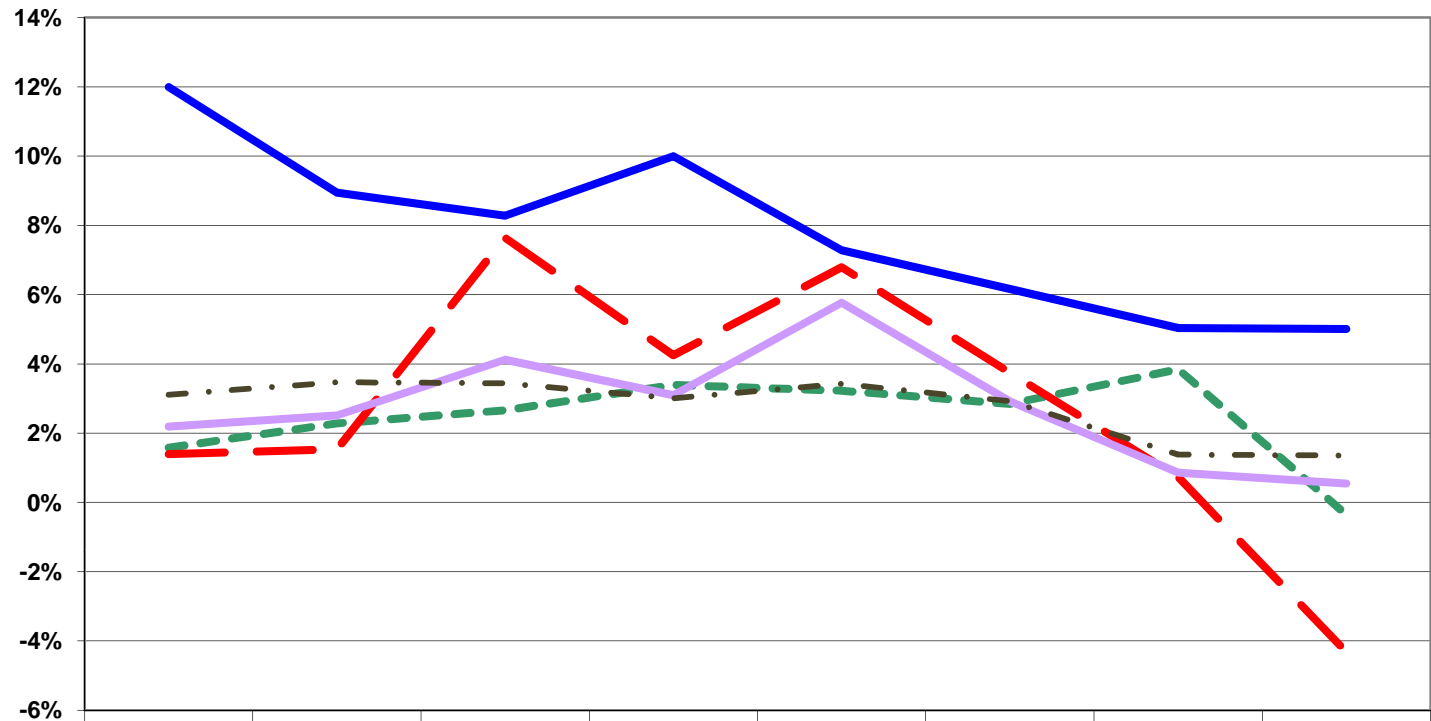
## Cost of Attending College vs. Per Capita Income Boise State University



## Cost to Deliver College Boise State University



**Boise State University**  
**Resident Fees, CPI, Per Capita Income, Average Annual Wage and HECA**  
 % Increase from Prior Year



	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10
Resident Fees	11.99%	8.95%	8.27%	10.00%	7.28%	6.16%	5.03%	5.01%
Consumer Price Index	1.58%	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%
Idaho Per Capita Income	1.40%	1.54%	7.64%	4.25%	6.79%	3.74%	0.73%	-4.31%
Idaho Average Annual Wage	2.19%	2.51%	4.12%	3.09%	5.76%	2.92%	0.86%	0.54%
Higher Education Cost Adj.	3.11%	3.47%	3.44%	3.01%	3.42%	2.92%	1.38%	1.36%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Division of Financial Management Economic Forecast, January 2010

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**IDAHO STATE UNIVERSITY**

**FY 2012 STUDENT FEE INFORMATION**

- Student Fee Recommendation Narrative Provided by Institution..... Page 3
- Provided by Board Staff:
  - Recommendations for Changes to Student Fees for FY 2012 Page 6
  - Potential Student Fee Revenue Changes for FY 2012 Page 7
  - 4-year History: Board Approved Fees plus FY 2012 Recommended Fees Page 8
  - Chart: Cost of Attending College vs. Per Capita Income Page 9
  - Chart: Cost to Deliver College Page 10
  - Chart: Annual % Increase for Fees, CPI, Income, Average Wage, and HECA Page 11

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**Idaho State University**  
**Student Fee Hearing Summary**

## **The Fee Process**

The recommendation for tuition and fee increases was developed by our Special Budget Consultation Committee (SBCC) which reviews all unit budget recommendations and the proposed university wide budget. The SBCC has a diversified membership consisting of faculty, staff, and students. Both the President and Vice-President of the ISU student body (ASISU) actively serve on the SBCC. The public hearings to seek testimony on the fee increases, as published in the Bengal student newspaper, were held at the Idaho Falls and Pocatello campus Feb. 28<sup>th</sup> & March 1<sup>st</sup>. The VP of Finance & Administration, Budget Officer, and members of the SBCC were present to answer questions.

## **Changes to Fees**

The attached worksheet, which estimates potential fee and tuition revenue changes for FY 2012, is predicated on the fee rates contained in the ISU Notice of Intent to Adopt Student Fee and Rate Increases, which was issued on February 18, 2011.

### ***Matriculation and Other General Education Fees***    \$7,016,200.

As with previous years, student fee revenue is a necessary component of the University's total revenue required for ongoing operations. The rate increase (\$4,612,300), along with the enrollment increase (\$2,403,900), will provide ongoing funding for occupancy of new facilities, inflation, funding of institutional priorities in relation to our strategic plan, and offsetting a portion of the State's funding reduction.

### ***Additional Information***

1) What specific steps have your institution taken or plan to take to control costs and become more efficient (e.g. operational changes, teaching loads, class sizes, space utilization, trimester system, etc.)? Please differentiate between instructional and non-instructional cost containment efforts. In addition, please differentiate between methods: (i) which have been implemented in the current year, (ii) for which implementation is imminent (i.e. FY 2011 or FY 2012), and (iii) which are still in the conceptual stage.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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ISU has taken several measures to control costs and become more efficient. These broad-based cost containment efforts include:

- a. Modernized and streamlined General Education Requirements to provide a more relevant and rigorous General Education experience while reducing time-to-degree for most students, FY 2011 - FY 2012.
- b. Initiated campus-wide program review for streamlining degree requirements and identifying underperforming programs in order to facilitate strategic program, resources and curriculum management at the Department and College levels. FY 2011 - FY 2012.
- c. Created University-wide uniformity in reporting workload for teaching, research and service, which maximized instructional resources and increased student credit hours in the colleges during a period of contracting resources, FY 2011 - FY 2012
- d. Implemented Banner Student System—a sophisticated module that allows for robust registration, student tracking, and curriculum management enhancements—and eliminated 6-8 hour system queues for student registration and developed wait lists for closed classes, FY 2011.
- e. Maximized Course Scheduling System to eliminate overlap between courses and maximize classroom use/instructional capacity, FY 2011.
- f. Launched eISU online course initiative for Fall Semester 2011, which will give students additional flexibility in choosing courses, meet demand for online sections and maximize faculty teaching resources, FY 2011-FY 2012.
- g. Began research for possible Winter Intersession term to allow students greater choice and reduce time-to-degree (target implementation Winter 2012/13).
- h. Created the Student Success Center to centralize student academic support services into a single, integrated, coordinated entity, FY 10-11.
- i. Substantially improved student retention: First-time, full-time bachelor degree-seeking student retention improved from 59% to 62%; first-time, full-time certificate/associate degree-seeking retention improved from 64% to 71%; first-time, part-time, bachelor degree-seeking improved from 44%-50%; FY 10-11.
- j. Improved the ability of the Office of Institutional Research (IR) to capture and analyze data for institutional strategic planning (including faculty teaching loads and instruction), evaluation, assessment, operation, and reporting, FY10-11.

Additionally, all staffing is under extremely tight control with our IPAS (Increased Personnel Action Scrutiny) program. This mandates that any staffing additions/changes must be appropriately justified.

Other revenue-generating and expense reductions have been made by departments such as reducing budgets in non-critical areas, travel, supplies and capital outlay.

ISU will continue to maximize instructional and non-instructional efficiencies using the methods described above in FY 2012.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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2) What could be the impact of approving a fee increase at a level less than requested (e.g. cap enrollment, reduce programmatic offerings, etc.)?

The student fee increase is only one part of the potential budget solution for ISU. The student fee revenue derived from the enrollment increase and departmental budget reductions were also taken into consideration to determine the requested tuition fee increase. If tuition & fees are not approved at the requested level, even steeper budget cuts would be requested of already heavily squeezed academic and service areas. Additional services for faculty, staff and students would have to be decommitted. Enrollment could be impacted by a reduction in the number of necessary sections for needed course offerings.

# IDAHO STATE UNIVERSITY

## Changes to Student Fees for FY 2012 Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:	Bd	FY11	FY12	Requested Fees		
	Appv	Fees	Initial Notice	FY12 Fees	Change	% Chg.
<b>Full-time Fees:</b>						
Tuition	**	\$3,799.52	\$4,203.52	\$4,179.52	\$380.00	10.0%
Technology Fee	**	166.80	166.80	166.80	0.00	0.0%
Facilities Fees	**	486.00	486.00	486.00	0.00	0.0%
Student Activity Fees	**	963.68	963.68	963.68	0.00	0.0%
<b>Total Full-time Fees</b>		<b>\$5,416.00</b>	<b>\$5,820.00</b>	<b>\$5,796.00</b>	<b>\$380.00</b>	<b>7.0%</b>
<b>Part-time Credit Hour Fees:</b>						
Education Fee	**	\$231.45	\$249.45	\$248.45	\$17.00	7.3%
Technology Fee	**	6.15	6.15	6.15	0.00	0.0%
Facilities Fees	**	0.00	0.00	0.00	0.00	0.0%
Student Activity Fees	**	35.40	35.40	35.40	0.00	0.0%
<b>Total Part-time Cr Hr Fees:</b>		<b>\$273.00</b>	<b>\$291.00</b>	<b>\$290.00</b>	<b>\$17.00</b>	<b>6.2%</b>
<b>Other Student Fees:</b>						
Graduate Fees:						
Full-time Grad/Prof	**	\$960.00	\$1,032.00	\$1,028.00	\$68.00	7.1%
Part-time Graduate/Hour	**	\$48.00	\$52.00	\$52.00	\$4.00	8.3%
Nonresident Tuition:						
Nonres Tuition	**	\$10,500.00	\$11,288.00	\$11,236.00	\$736.00	7.0%
Part-time Nonres Tuition	**	\$150.00	\$161.00	\$161.00	\$11.00	7.3%
Professional Fees:						
PharmD - Resident	**	\$7,858.00	\$8,706.00	\$8,706.00	\$848.00	10.8%
PharmD - Nonres	**	\$12,386.00	\$13,234.00	\$13,234.00	\$848.00	6.8%
Phys Therapy - Resident	**	\$1,960.00	\$2,270.00	\$2,270.00	\$310.00	15.8%
Phys Therapy - Nonres	**	\$6,776.00	\$6,776.00	\$6,776.00	\$0.00	0.0%
Occu Therapy - Resident	**	\$1,960.00	\$1,960.00	\$1,960.00	\$0.00	0.0%
Occu Therapy - Nonres	**	\$6,776.00	\$6,776.00	\$6,776.00	\$0.00	0.0%
Physician Assistant - Resident	**	\$17,814.00	\$17,814.00	\$17,814.00	\$0.00	0.0%
Physician Assistant - Nonres	**	\$19,821.00	\$19,821.00	\$19,821.00	\$0.00	0.0%
Nursing-BSN	**	\$1,280.00 *	\$1,520.00	\$1,520.00	\$240.00	18.8%
Nursing-MSN	**	\$1,540.00	\$1,850.00	\$1,850.00	\$310.00	20.1%
Speech Language Path MS (Cr Hr)	**	\$40.00	\$50.00	\$50.00	\$10.00	25.0%
Speech Language Online PreProf (C	**	\$196.00	\$196.00	\$196.00	\$0.00	0.0%
Speech Language Online MS (Cr Hr	**	\$424.00	\$424.00	\$424.00	\$0.00	0.0%
Audiology AuD (Cr Hr)	**	\$40.00	\$50.00	\$50.00	\$10.00	25.0%
Dental Hygiene BS (Junior/Senior)	**	\$530.00	\$556.00	\$556.00	\$26.00	4.9%
Dental Hygiene MS-Didactic (Cr Hr)	**	\$85.00 *	\$85.00	\$85.00	\$0.00	0.0%
Dental Hygiene MS-Clinical (Cr Hr)	**	\$337.00 *	\$337.00	\$337.00	\$0.00	0.0%
Dental Hygiene MS-Thesis (Cr Hr)	**	\$170.00 *	\$170.00	\$170.00	\$0.00	0.0%
Counseling-Graduate	**	\$790.00	\$900.00	\$900.00	\$110.00	13.9%
Radiographic Science	**	\$690.00	\$690.00	\$690.00	\$0.00	0.0%
Clinical Lab Science	**	\$848.00	\$940.00	\$940.00	\$92.00	10.8%
Social Work	**	\$250.00	\$250.00	\$250.00	\$0.00	0.0%
Idaho Dental Education (IDEP)		\$21,572.00	\$23,200.00	\$22,462.00	\$890.00	4.1%
Other Fees:						
Western Undergrad Exchge	**	\$2,708.00	\$2,910.00	\$2,898.00	\$190.00	7.0%
In-service Fees/Cr Hr - Undergrad	**	\$86.00	\$92.00	\$92.00	\$6.00	7.0%
In-service Fees/Cr Hr - Grad	**	\$101.00	\$108.00	\$108.00	\$7.00	6.9%

**Effective Fall 09, A full time student is defined as:**  
**12 Cr Hrs for Undergrad Students - 9 Cr Hrs for Graduate Students**  
**The change in FT/PT is reflected in the HC/SCH Enrollment changes**

**The Full-time fee & Part-time credit hour fee are effective Fall Semester 2010.**  
**Summer session fees are at the Part-time fee rate - effective Summer 2011**

54						
55	Student Health Insurance Premium	\$1,270	\$1,270	\$1,270		

# IDAHO STATE UNIVERSITY

## Potential Student Fee Revenue Changes for FY 12 Due to Enrollment and Fee Changes

		Projected		Potential Revenue Generated Due to Enrollment and Fee Change			
		HC/SCH Enrollment		Enrollment Changes		Fee Changes	
		FY11	FY12	Gen Educ	Local	Gen Educ	Local
<b>Student Fees:</b>							
1	<b>Full-time Fees:</b>		0.0%				
2	Tuition	8,600	8,600	\$0		\$3,268,000	
3	Technology Fee	8,600	8,600		0		0
4	Facilities Fees	8,600	8,600		0		0
5	Student Activity Fees	8,600	8,600		0		0
6	<b>Total Full-time Fees</b>			<u>\$0</u>	<u>\$0</u>	<u>\$3,268,000</u>	<u>\$0</u>
7							
8	<b>Part-time Credit Hour Fees:</b>		7.9%				
9	Tuition	44,500	48,000	\$810,100		\$816,000	
10	Technology Fee	44,500	48,000		21,500		0
11	Facilities Fees	44,500	48,000		0		0
12	Student Activity Fees	44,500	48,000		123,900		0
13	<b>Total Part-time Cr Hr Fees:</b>			<u>\$810,100</u>	<u>\$145,400</u>	<u>\$816,000</u>	<u>\$0</u>
14							
15	<b>Other Student Fees:</b>						
16	Graduate Fees:						
17	Full-time Grad/Prof	816	816	\$0		\$55,500	
18	Part-time Graduate/Hour	6,543	6,543	0		26,200	
19	Nonresident Tuition:						
20	Nonres Tuition	225	500	1,443,800		\$368,000	
21	Part-time Nonres Tuition	600	1,600	150,000		17,600	
22	Professional Fees:						
23	PharmD - Resident	245	265		157,200		224,700
24	PharmD - Nonres	29	15		(173,400)		12,700
25	Phys Therapy - Resident	58	63		9,800		19,500
26	Phys Therapy - Nonres	16	14		(13,600)		0
27	Occu Therapy - Resident	10	25		29,400		0
28	Occu Therapy - Nonres	3	3		0		0
29	Physician Assistant - Resident	66	100		605,700		0
30	Physician Assistant - Nonres	37	19		(356,800)		0
31	Nursing-BSN	237	237		0		56,900
32	Nursing-MSN	105	105		0		32,600
33	Speech Language Path MS (Cr Hr)	1,625	1,080		(21,800)		10,800
34	Speech Language Online PreProf (C	1,150	2,100		186,200		0
35	Speech Language Online MS (Cr H	132	1,155		433,800		0
36	Audiology AuD (Cr Hr)	758	182		(23,000)		1,800
37	Dental Hygiene BS (Junior/Senior)	53	60		3,700		1,600
38	Dental Hygiene MS-Didactic (Cr Hr)	208	208		0		0
39	Dental Hygiene MS-Clinical (Cr Hr)	23	23		0		0
40	Dental Hygiene MS-Thesis (Cr Hr)	15	15		0		0
41	Counseling-Graduate	85	60		(19,800)		6,600
42	Radiographic Science	10	36		17,900		0
43	Clinical Lab Science	39	26		(11,000)		2,400
44	Social Work	67	67		0		0
45	Idaho Dental Education (IDEP)	8	8		0		7,100
46	Other Fees:						
47	Western Undergrad Exchge	78	78	0		14,800	
48	In-service Fees/Cr Hr - Undergrad			0		0	
49	In-service Fees/Cr Hr - Grad	6,600	6,600	0		46,200	
50	<b>Total Other Student Fees</b>			<u>\$1,593,800</u>	<u>\$824,300</u>	<u>\$528,300</u>	<u>\$376,700</u>
51							
52	<b>Total Additional Student Fee Revenue</b>			<u>\$2,403,900</u>	<u>\$969,700</u>	<u>\$4,612,300</u>	<u>\$376,700</u>
53							

Effective Fall 09, A full time student is defined as:  
12 Cr Hrs for Undergrad Students - 9 Cr Hrs for Graduate Students  
The change in FT/PT is reflected in the HC/SCH Enrollment changes

The Full-time fee & Part-time credit hour fee are effective Fall Semester 2010.  
Summer session fees are at the Part-time fee rate - effective Summer 2011

# IDAHO STATE UNIVERSITY

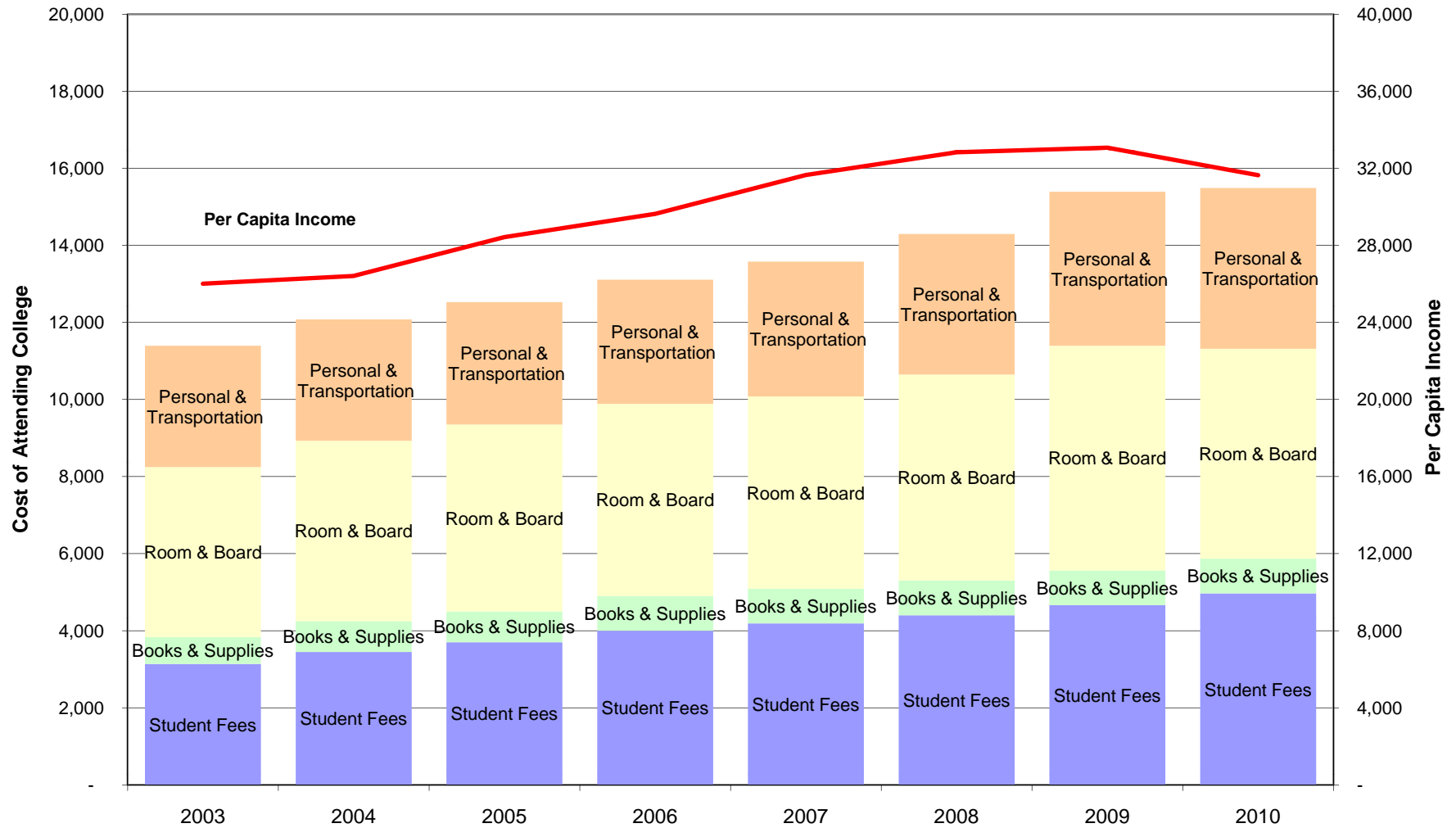
## 4-year History of Board Approved Fees plus FY12 Requested Fees Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:		FY 2008	FY 2009	FY 2010	FY 2011	Request FY 2012	4-Year Increase	% Increase
1	<b>Full-time Fees</b>							
2	Tuition (Unrestricted)	\$2,881.62	\$3,113.90	\$3,317.84	\$3,799.52	\$4,179.52	\$1,297.90	45.04%
3	Technology Fee	150.00	150.00	166.80	166.80	166.80	16.80	11.20%
4	Facilities Fees	434.00	434.00	486.00	486.00	486.00	52.00	11.98%
5	Student Activity Fees	934.38	966.10	997.36	963.68	963.68	29.30	3.14%
6	<b>Total Full-time Fees</b>	<b>\$4,400.00</b>	<b>\$4,664.00</b>	<b>\$4,968.00</b>	<b>\$5,416.00</b>	<b>\$5,796.00</b>	<b>\$1,396.00</b>	<b>31.73%</b>
7	Percentage Increase	5.0%	6.0%	6.5%	9.0%	7.0%		
8								
9	<b>Part-time Credit Hour Fees</b>							
10	Education Fee	\$168.57	\$175.57	\$212.49	\$231.45	\$248.45	\$79.88	47.39%
11	Technology Fee	9.00	9.00	6.15	6.15	6.15	(2.85)	0.00%
12	Facilities Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
13	Student Activity Fees	43.43	51.43	34.36	35.40	35.40	(8.03)	-18.49%
14	<b>Total Part-time Cr Hr Fees</b>	<b>\$221.00</b>	<b>\$236.00</b>	<b>\$253.00</b>	<b>\$273.00</b>	<b>\$290.00</b>	<b>\$69.00</b>	<b>31.22%</b>
15								
16	<b>Other Student Fees</b>							
17	Graduate Fees:							
18	Full-time Grad/Prof	\$760.00	\$810.00	\$880.00	\$960.00	\$1,028.00	\$268.00	35.26%
19	Part-time Graduate/Hour	\$38.00	\$40.00	\$44.00	\$48.00	\$52.00	\$14.00	36.84%
20	Nonresident Tuition:							
21	Nonres Tuition	\$8,684.00	\$9,204.00	\$9,802.00	\$10,500.00	\$11,236.00	\$2,552.00	29.39%
22	Part-time Nonres Tuition	\$120.00	\$128.00	\$140.00	\$150.00	\$161.00	\$41.00	34.17%
23	Professional Fees:							
24	PharmD - Resident	\$6,366.00	\$6,800.00	\$7,208.00	\$7,858.00	\$8,706.00	\$2,340.00	36.76%
25	PharmD - Nonres	\$10,042.00	\$10,720.00	\$11,364.00	\$12,386.00	\$13,234.00	\$3,192.00	31.79%
26	Phys Therapy - Resident	\$1,566.00	\$1,656.00	\$1,760.00	\$1,960.00	\$2,270.00	\$704.00	44.96%
27	Phys Therapy - Nonres	\$5,400.00	\$5,724.00	\$6,084.00	\$6,776.00	\$6,776.00	\$1,376.00	25.48%
28	Occu Therapy - Resident	\$1,566.00	\$1,656.00	\$1,760.00	\$1,960.00	\$1,960.00	\$394.00	25.16%
29	Occu Therapy - Nonres	\$5,400.00	\$5,724.00	\$6,084.00	\$6,776.00	\$6,776.00	\$1,376.00	25.48%
30	Physician Assistant - Res	\$15,600.00	\$16,650.00	\$17,814.00	\$17,814.00	\$17,814.00	\$2,214.00	14.19%
31	Physician Assistant - Nonres	\$17,355.00	\$18,525.00	\$19,821.00	\$19,821.00	\$19,821.00	\$2,466.00	14.21%
32	Nursing-BSN	\$250.00	\$1,000.00	\$1,200.00	\$1,280.00	\$1,520.00	\$1,270.00	508.00%
33	Nursing-MSN	\$1,350.00	\$1,440.00	\$1,540.00	\$1,540.00	\$1,850.00	\$500.00	37.04%
34	Speech Language Path MS (Cr Hr)		\$35.00	\$38.00	\$40.00	\$50.00	New	New
35	Speech Language Online PreProf (Cr Hr)		\$175 Class	\$185.00	\$196.00	\$196.00	New	New
36	Speech Language Online MS (Cr Hr)		\$0.00	\$400.00	\$424.00	\$424.00	New	New
37	Audiology AuD (Cr Hr)		\$35.00	\$38.00	\$40.00	\$50.00	New	New
38	Dental Hygiene BS (Junior/Senior)		\$0.00	\$500.00	\$530.00	\$556.00	New	New
39	Dental Hygiene MS-Didactic (Cr Hr)	\$25.00	\$75.00	\$80.00	\$85.00	\$85.00	\$60.00	240.00%
40	Dental Hygiene MS-Clinical (Cr Hr)	\$100.00	\$300.00	\$318.00	\$337.00	\$337.00	\$237.00	237.00%
41	Dental Hygiene MS-Thesis (Cr Hr)	\$50.00	\$150.00	\$160.00	\$170.00	\$170.00	\$120.00	240.00%
42	Counseling-Graduate	\$650.00	\$690.00	\$740.00	\$790.00	\$900.00	\$250.00	38.46%
43	Radiographic Science		\$500 Class	\$700.00	\$690.00	\$690.00	New	New
44	Clinical Lab Science		\$0.00	\$800.00	\$848.00	\$940.00	New	New
45	Social Work		\$0.00	\$200.00	\$250.00	\$250.00	New	New
46	Idaho Dental Education (IDEP)	\$17,854.00	\$19,090.00	\$20,444.00	\$21,572.00	\$22,462.00	\$4,608.00	25.81%
47	Other Fees:							
48	Western Undergrad Exchge	\$2,200.00	\$2,332.00	\$2,484.00	\$2,708.00	\$2,898.00	\$698.00	31.73%
49	In-service Fees/Cr Hr - Undergrad	\$72.00	\$78.00	\$83.00	\$86.00	\$92.00	\$20.00	27.78%
50	In-service Fees/Cr Hr - Grad	\$86.00	\$92.00	\$98.00	\$101.00	\$108.00	\$22.00	25.58%

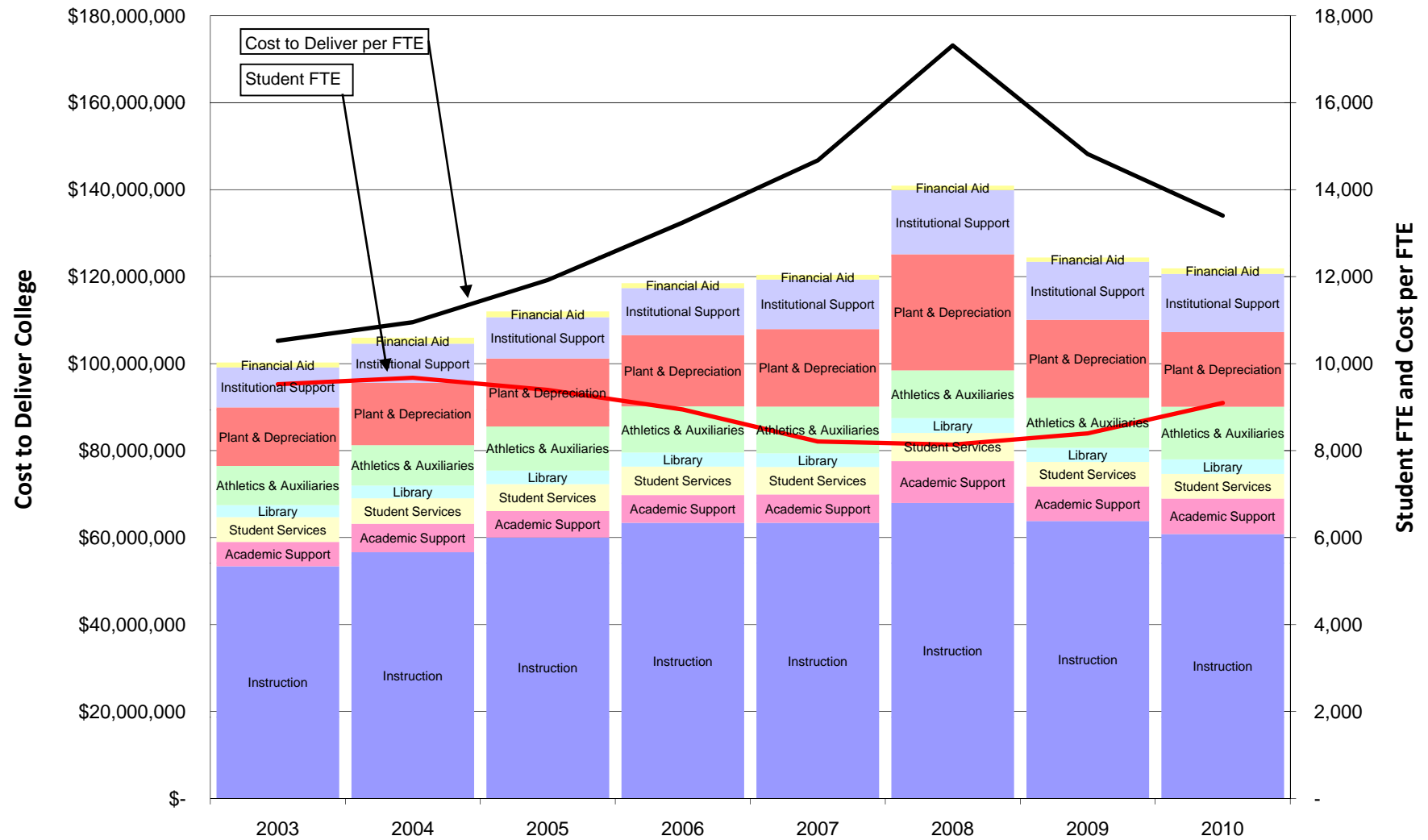
Effective Fall 09, A full time student is defined as:  
12 Cr Hrs for Undergrad Students - 9 Cr Hrs for Graduate Students



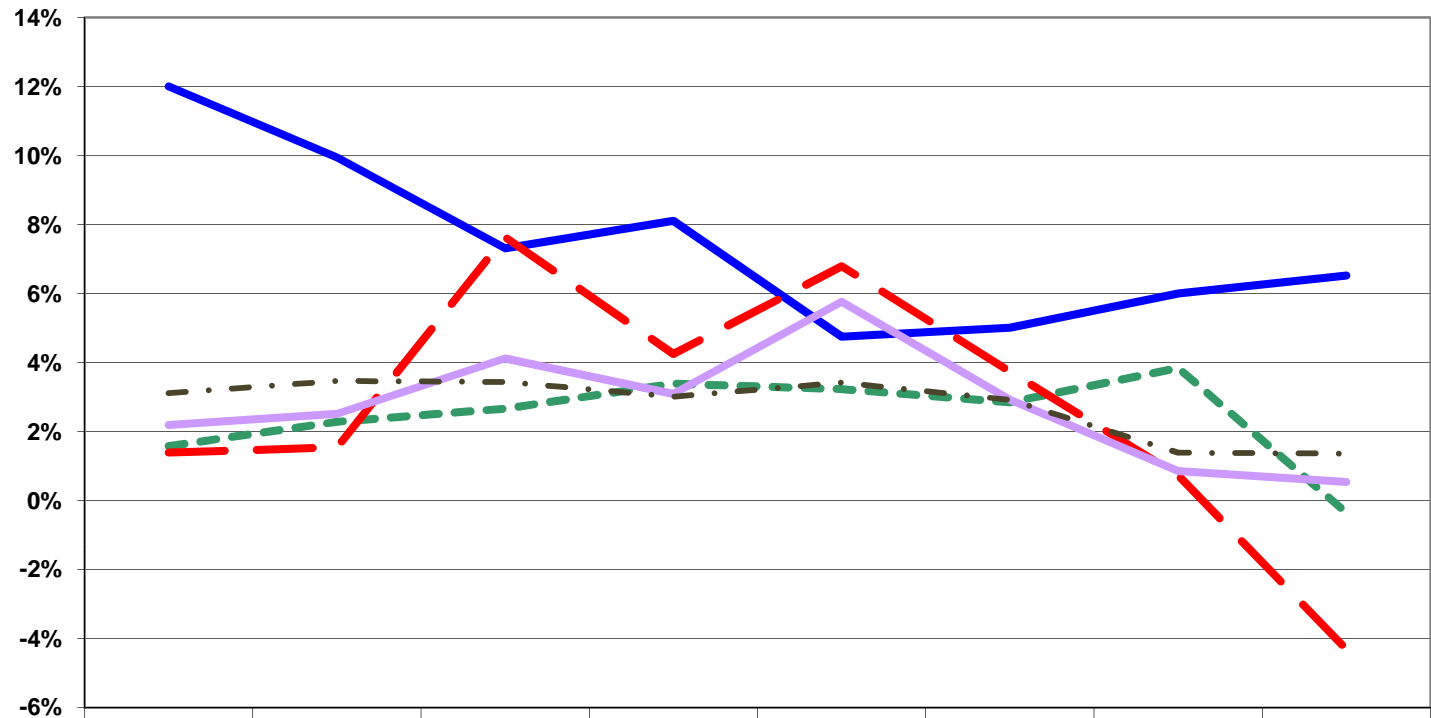
## Cost of Attending College vs. Per Capita Income Idaho State University



# Cost to Deliver College Idaho State University



**Idaho State University**  
**Resident Fees, CPI, Per Capita Income, Average Annual Wage and HECA**  
 % Increase from Prior Year



	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10
Resident Fees	12.00%	9.95%	7.31%	8.11%	4.75%	5.01%	6.00%	6.52%
Consumer Price Index	1.58%	2.28%	2.66%	3.39%	3.23%	2.85%	3.84%	-0.36%
Idaho Per Capita Income	1.40%	1.54%	7.64%	4.25%	6.79%	3.74%	0.73%	-4.31%
Idaho Average Annual Wage	2.19%	2.51%	4.12%	3.09%	5.76%	2.92%	0.86%	0.54%
Higher Education Cost Adj.	3.11%	3.47%	3.44%	3.01%	3.42%	2.92%	1.38%	1.36%

Source: Idaho Commerce and Labor; Bureau of Economic Analysis, U.S. Department of Commerce; Division of Financial Management Economic Forecast, January 2010

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1. Agenda Approval

Changes or additions to the agenda

2. Minutes Approval

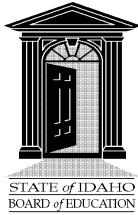
**BOARD ACTION**

**A motion to approve the minutes from the February 16-17, 2011 Regular Board Meeting, and the March 11, 2011 Special Board meeting, as submitted.**

3. Rolling Calendar

**BOARD ACTION**

**A motion to set April 18-19, 2012 as the date and the University of Idaho as the location for the April 2012 regularly scheduled Board meeting.**



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

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**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
March 11, 2011  
Special Teleconference Meeting  
Boise, ID**

A special teleconference meeting of the State Board of Education was held March 11, 2011. It originated from the Board office in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 3:06 p.m. A roll call of members was taken.

**Present:**

Richard Westerberg, President  
Don Soltman, Secretary  
Emma Atchley

Ken Edmunds, Vice President  
Rod Lewis

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

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

**Discussion:**

President Westerberg initiated the meeting and asked for a roll call. He identified that the purpose of the meeting was to discuss legislation.

Tracie Bent introduced the first agenda item as House Bill 222 regarding the allowance of firearms on campus which is currently prohibited. Ms. Bent also indicated that representatives from various institutions were present at the meeting to answer detailed questions on how this bill would impact the institutions individually. Those present included Bruce Newcomb and Courtney Kirchner from Boise State University, Kent Kunz from Idaho State University, and Marty Peterson from the University of Idaho. Ms. Bent indicated that each Board member received a copy of House Bill 222 and asked if anyone had any specific questions regarding it.

Mr. Westerberg asked if there were any questions. Don Soltman repeated the question Ken Edmunds asked prior to the start of the meeting where he had asked about the Board's position on firearms on campus.

Mark Browning clarified that in the Board's testimony in the House State Affairs Committee, it was expressed that the Board had taken a position on previous similar legislation from 2009 where the Board had expressed an opposition to any kind of repeal or change in the current practice allowing the Board and the institutions to set firearm policies on campus. Mr. Browning stated it was also made clear that the Board has not specifically voted on the 2011 version of House Bill 222, but the

position of opposition was based on a long standing opposition regarding allowing firearms on campus.

Mr. Westerberg asked if there were any further questions. Hearing none, he asked if there was a motion before the Board.

**M/S (Soltman/Edmunds):**

**The Board moves to oppose House Bill 222. It is the policy of the Board to cultivate on our public college and university campuses a climate conducive to knowledge and learning, and the Board does not believe that House Bill 222 assists it in achieving this goal.**

President Westerberg asked if there was any discussion regarding the motion. Hearing none, a roll call vote was taken and the motion passed unanimously with the five Board members present.

**Further Discussion:**

Mr. Westerberg asked for further discussion on the progress of Board initiated legislation.

Mark Browning indicated that the majority of the Board sponsored legislation is moving through the legislative process. He indicated that House Bill 159 is on the amending order in the Senate. That bill would allow the board to essentially borrow personnel from the institutions and continue to keep their tenure in place. The Senate Education Committee felt that they wanted more restrictions in place in terms of the Bill being too open ended the way it is currently written. Their primary concern was they wanted term limits of around one year. A second concern was that if the Board was borrowing people for more than six months to a year, the process should be more standardized which included getting a FTE approved. Mr. Browning indicated to the Senate Education Committee that these are very specialized positions and often with specialized projects it is not always pre-determined how long the assignment will be. Currently, the amending order states "date unknown".

Mr. Westerberg asked if there were further questions for Mark Browning on legislative topics.

Mark Browning indicated he would be contacting each of the Board members with individual assignments shortly.

**OTHER BUSINESS**

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

**M/S (Soltman/Atchley): To adjourn at 3:18 p.m. Motion carried unanimously.**

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**CONSENT AGENDA  
APRIL 20-21, 2011**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>BAHR-SECTION I BOISE STATE UNIVERSITY</b> New Positions and Changes to Positions	Motion to approve
<b>2</b>	<b>BAHR-SECTION I IDAHO STATE UNIVERSITY</b> New Positions	Motion to approve
<b>3</b>	<b>BAHR-SECTION I UNIVERSITY OF IDAHO</b> New Positions and Changes to Positions	Motion to approve
<b>4</b>	<b>PPGAC – ALCOHOL PERMITS ISSUED BY UNIVERSITY PRESIDENTS</b>	Motion to approve

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**CONSENT AGENDA  
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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 two (2) faculty positions (2.0 FTE) supported by appropriated funds.
- Establish five (5) professional staff positions (5.0 FTE) supported by appropriated funds; establish three (3) professional staff positions (3.0 FTE) supported by local funds.
- Establish five (5) classified staff positions (5.0 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 position (1.0 FTE) supported by appropriated funds; increase the term of one (1) professional staff position (1.0 FTE) supported by local funds.

**IMPACT**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

The fund source for 11 of the 16 new positions is reallocated appropriated funds. The Board may desire to know where the appropriated funds were reallocated from and what the impact may be on the department, program or office from which they came. Also, are the funds being reallocated from personnel costs from previously Board-approved positions?

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University for sixteen (16) new positions (16.0 FTE) and increase in term of two (2) positions (2.0 FTE) supported by appropriated and local funds.

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

**CONSENT AGENDA**  
**APRIL 20-21, 2011**

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**NEW POSITIONS**

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	August 15, 2011
Salary Range	\$45,000
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Communication Department
Duties and Responsibilities	Provide instruction for Communication courses, research, creative or scholarly work, and service.
Justification of Position	New faculty position required to meet instructional needs for increased demand of Communication courses.

Position Title	Lecturer
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$58,000
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	College of Engineering
Duties and Responsibilities	Provide instruction for Engineering courses; may serve on governance committees.
Justification of Position	Ongoing initiative to convert adjunct faculty positions into permanent lecturer positions to cover high demand courses.

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Position Title	Lab Lecturer
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$24,000
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Chemistry Department
Duties and Responsibilities	Provides instruction for Chemistry labs.
Justification of Position	Additional permanent (non-faculty) Lab Lecturer needed to meet continued demand for Chemistry service courses.

Position Title	Director, Foundations/General Education
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$94,700
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Provost's Office
Duties and Responsibilities	Provide leadership for the continued development, implementation and assessment of the new Foundations Program (general education).
Justification of Position	Director needed for the Foundations Program, a signature program at Boise State University. The program will serve as the cornerstone of degrees, engaging students to develop competencies in communication, critical inquiry, ethics, diversity, and innovation.

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Position Title	Academic Advisor
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$36,400
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	College of Education
Duties and Responsibilities	Provide students with comprehensive academic and career advising.
Justification of Position	Additional advisor position needed per University Advising Network Common Initiatives recommendation.

Position Title	Academic Advisor
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$36,400
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	College of Health Sciences
Duties and Responsibilities	Provide students with comprehensive academic and career advising.
Justification of Position	Additional advisor position needed per University Advising Network Common Initiatives recommendation.

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Position Title	Advising Coordinator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$34,500
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	College of Engineering
Duties and Responsibilities	Provide students with comprehensive academic and career advising; hire, train and supervise peer advisors.
Justification of Position	Additional advisor position needed per University Advising Network Common Initiatives recommendation.

Position Title	Program Coordinator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$36,400
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Student Diversity and Inclusion
Duties and Responsibilities	Create and implement programming, training, and outreach to the Boise State campus regarding gender based issues.
Justification of Position	New position needed to provide consistent services and expand existing programs and services to students and staff.

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Position Title	Project Management Officer
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$78,300
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Office of Information Technology
Duties and Responsibilities	Oversee project management team, establish and maintain priorities and manage and monitor the Office of Information Technology's Project Process and Project Framework.
Justification of Position	Changes in technologies have resulted in increased requests for projects. This position is required to ensure that every project is reviewed, evaluated and prioritized to meet the University's needs.

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$27,331
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Provost's Office
Duties and Responsibilities	Provide administrative support for the Foundations Program Director, staff and programs including coordination of office functions and communication with University-wide constituents.
Justification of Position	Administrative support required to meet the needs and goals of the Foundations Program, a new signature program at Boise State University.



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Position Title	Associate Vice President, Communications & Marketing
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	June 1, 2011
Salary Range	\$138,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	President's Office
Duties and Responsibilities	Serve as the University's marketing leader. Responsible for raising the national and international profile of the University by promoting and publicizing the University's achievements "beyond the blue"
Justification of Position	New position needed to plan and lead the evolution of the marketing strategy for the University in support of its mission as an emerging and rapidly growing metropolitan University of distinction.

Position Title	University Shop Assistant
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$20,322
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Art Department
Duties and Responsibilities	Maintain and repair hand tools; procure and maintain tool, equipment and supply inventories; maintain safe lab environment for students.
Justification of Position	Additional support position for Art Metals and Ceramics classroom labs will allow faculty to focus on research and teaching.

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Position Title	Custodian (2 positions)
Type of Position	Classified
FTE	1.0 FTE (each position)
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$18,720 (each position)
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Facilities, Operations and Maintenance
Duties and Responsibilities	Perform heavy-duty cleaning and related maintenance work in assigned areas.
Justification of Position	Addition of the Environmental Research Building requires custodial support positions per state occupancy formulas.

Position Title	Custodian Leadworker
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$20,405
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Facilities, Operations and Maintenance
Duties and Responsibilities	Perform heavy-duty cleaning and related maintenance work in assigned areas; coordinate the work of other Custodians.
Justification of Position	Addition of the Environmental Research Building requires custodial support positions per state occupancy formulas.

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Position Title	Customer Service Representative 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	\$20,322
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	New Student and Family Programs
Duties and Responsibilities	Provide customer support for first-year students, families and other members of the campus community.
Justification of Position	Additional position will support department mission to increase its presence in the day-to-day lives of first year students.

**CONSENT AGENDA**  
**APRIL 20-21, 2011**

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**CHANGE IN POSITIONS**

Position Title	Academic Advisor
Type of Position	Professional
FTE	Change from .5 to 1.0 FTE
Term of Appointment	12 Months
Effective Date	April 24, 2011
Salary Range	Change from \$20,000 to \$40,000
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	College of Business and Economics - Student Services
Duties and Responsibilities	Provide students with comprehensive academic and career advising.
Justification of Position	Additional FTE for advisor position needed per University Advising Network Common Initiatives recommendation.

Position Title	Director, Concurrent Enrollment
Type of Position	Professional
FTE	Change from .88 to 1.0 FTE
Term of Appointment	Change from 11 to 12 Months
Effective Date	April 24, 2011
Salary Range	Change from \$41,788 to \$52,110
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Division of Extended Studies
Duties and Responsibilities	Provide leadership and coordination for the Concurrent Enrollment Program including oversight of school district relations and student services and collaboration with University-wide Colleges and programs.
Justification of Position	Additional FTE needed to address increased program growth and anticipated expansion of concurrent enrollment opportunities.

**CONSENT AGENDA  
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**IDAHO STATE UNIVERSITY**

**SUBJECT**

New positions

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Idaho State University requests approval to:

- Create one (1) new professional staff position (1.0 FTE) supported by state funds.
- Create one (1) new classified staff position (1.0 FTE) supported by grant funds.

**IMPACT**

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

**STAFF AND COMMENTS AND RECOMMENDATIONS**

The fund source for one of the two new positions is reallocated appropriated funds. The Board may desire to know where the appropriated funds were reallocated from and what the impact may be on the department, program or office from which they came.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University for two (2) new positions (2.0 FTE) supported by state and grant funding.

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

**CONSENT AGENDA  
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**NEW POSITIONS**

Position Title	Director of Admissions
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2011
Salary Range	\$75,000.00
Funding Source	State Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Admissions Office, Student Affairs
Duties and Responsibilities	Direct and oversee the Admissions Office; process statistical information; supervise support staff; manage the budget; coordinate admissions-related ERP planning and implementation.
Justification of Position	To provide support for the development and implementation of admissions and marketing strategies to attract and enroll a talented and diverse student population.

Position Title	Associate IT Database Analyst
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	April 25, 2011
Salary Range	\$35,360.00
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	College of Technology, General Education
Duties and Responsibilities	Develop database for Successful Transitions and Retention Tracking (START) pilot project. Gather data, input data, and produce annual reports for START program and quarterly progress reports for General Education department.
Justification of Position	To provide technical support for the J.K. and Kathryn Albertson Foundation Continuous Education grant, which will help transition GED participants and GED graduates to post-secondary education.

**CONSENT AGENDA  
APRIL 20-21, 2011**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

New and reactivations of positions

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**DISCUSSION**

The University of Idaho requests approval to:

- Create one (1) new position (1.0 FTE) supported by appropriated and non-appropriated funds
- Reactivate two (2) positions (2.0 FTE) supported by appropriated funds.

**IMPACT**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

The fund source for all three positions is reallocated appropriated funds. The Board may desire to know where the appropriated funds were reallocated from and what the impact may be on the department, program or office from which they came.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to create one (1) new position (1.0 FTE) and reactivate (2) positions (2.0 FTE) supported by appropriated and non-appropriated funds.

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

**CONSENT AGENDA**  
**APRIL 20-21, 2011**

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**NEW POSITION**

Position Title	Unified Telecommunications Manager
Type of Position	Exempt
FTE	1.0 FTE (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	May 1, 2011
Salary Range	\$75,004.80
Funding Source	Appropriated/non appropriated
New or Reallocation	Reactivation of funds
Area/Department of Assignment	Information Technology Services
Duties	Responsible for overseeing and managing all aspects of the University's telecommunication and video systems environment. Responsible for effective leadership of a team of technical staff; designing, implementing, maintaining large campus telephony, voicemail and video systems.
Justification	Position is needed to provide strong leadership for upcoming changes in ITS. It's also critical to the success of the University to expand its programs for students across the state through video services.



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**APRIL 20-21, 2011**

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**REACTIVATIONS**

Position Title	Reference-Instruction Librarian/ Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	May 1, 2011
Salary Range	\$41,017.60
Funding Source	Appropriated
New or Reallocation	Reallocation of funds
Reactivation of Area/Department of Assignment	UI Library
Duties	Collaborate with university and external partners in selecting, acquiring, analyzing, and evaluating information. Provides the instruction and expertise needed to find, evaluate and use resources effectively for teaching and learning. Maintains physical facilities and online platforms to support a variety of learning styles and user needs.
Justification	Position deleted after vacant for 3.5 years

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	May 01, 2011
Salary Range	\$60,008
Funding Source	Appropriated
New or Reallocation	Reallocation of funds
Reactivation of Area/Department of Assignment	College of Science, Geological Sciences,
Duties	Responsible for instruction of College of Science Geological Science students, develop internationally recognized, externally funded research program involving graduate students, advising and conducting research.
Justification	Position deleted after vacant for 2.5 years

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**CONSENT AGENDA  
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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 thirty-seven (37) permits from Boise State University, eleven (11) permits from Idaho State University, twenty-nine (29) 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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**APRIL 20-21, 2011**

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<b>APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY January 2011 – December 2011</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
2011 Investment Outlook Presentation	Stueckle Sky Center	1/25/11
ACC Awards Event	Stueckle Sky Center	1/27/11
Welcome Reception-James Patrick	Morrison Center	1/27/11
Power Engineers Burnout Dinner	SUB	1/29/11
EMBA Informational Open House	Stueckle Sky Center	1/31/11, 2/28/11, 4/20/11 & 6/6/11
Thomas Foundation Trustee/Wives Dinner	Stueckle Sky Center	2/1/11
Bronco Letter of Intent	Stueckle Sky Center	2/211
Givens Pursley Attorneys Planning Session & Dinner Meeting	Stueckle Sky Center	2/5/11
Broadway in Boise – Legally Blonde	Morrison Center	2/7-9/11
Avenged Sevenfold Concert	Taco Bell Arena	2/11/11
Hearts for Headstart	Stueckle Sky Center	2/12/11
President's Dinner with SBOE	Stueckle Sky Center	2/16/11
Releasing the Strategy of Heaven	Stueckle Sky Center	2/25/11
The Piano Ballet	SUB	2/25-26/11
Idaho Dance Theatre's "Dancing Through the Decades" Gala Event	Stueckle Sky Center	2/26/11
Boise Code Camp and Tech Fest 2011-After Event Party	SUB	2/26/11
Enigma Variations-Boise Philharmonic	Morrison Center	2/26/11
BB King Concert	Morrison Center	2/27/11
Ambrose School Dinner/Auction	Stueckle Sky Center	3/5/11
Fiddler on the Roof – Broadway Musical	Morrison Center	3/7-9/11
Fisher's Document Systems Customer Appreciation	Stueckle Sky Center	3/9/11
IP Showcase-Div of Research Recognition Dinner	Stueckle Sky Center	3/10/11

**CONSENT AGENDA  
APRIL 20-21, 2011**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
RIS Annual School Auction/International Espionage	Stueckle Sky Center	3/12/11
Mardi Gras-Trey McIntyre Project Ballet	Morrison Center	3/12/11
Women Making History Reception	SUB	3/18/11
Boise High Fundraiser	Stueckle Sky Center	3/19/11
Beethoven & Brahms-Boise Philharmonic	Morrison Center	3/19/11
Women's Football Clinic	Stueckle Sky Center	3/24/11
Sleeping Beauty-Ballet	Morrison Center	4/9/11
BSU Football Spring Game	Stueckle Sky Center	4/16/11
Construction Management Dept 30 <sup>th</sup> Anniv. Celebration	SUB	4/16/11
Bye Bye Birdie-Boise Music Week	Morrison Center	4/27-30/11
Megale-Jones Wedding Reception	Stueckle Sky Center	6/4/11
Mamma Mia!-Broadway in Boise	Morrison Center	6/4-16/11
Philharmonic Opening Night Gala	Stueckle Sky Center	9/17/11
23 <sup>rd</sup> Annual Business Opportunity Conference	Stueckle Sky Center	10/19/11
Gem State Radiology Holiday Party	Stueckle Sky Center	12/3/11

**CONSENT AGENDA  
APRIL 20-21, 2011**

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<b>APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY February 2011 – April 2011</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Red Dress Gala	Stephens Performing Arts Center	2/26/11
Foundation Campus Tour	SUB	2/26/11
Idaho Business Leader of the Year	Stephens Performing Arts Center	3/10/11
Intermountain GIS Conf	SUB	3/22/11
Medicine Ball	Holt Arena	4/1/11
Western Frontier Pro Rodeo	Holt Arena	4/6-9/11
ISU/CSED 20 <sup>th</sup> Anniversary	ISU Meridian Center	4/7/11
OpportuniTEA	Stephens Performing Arts Center	4/16/11
T Egan Dinner & Lecture	SUB-Idaho Falls	4/14/11
ISU Distinguished Faculty Awards Reception	Stephens Performing Arts Center	4/27/11
Outstanding Student Achievement Reception	Stephens Performing Arts Center	4/29/11

**CONSENT AGENDA  
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<b>APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO February 2011 – May 2011</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Prichard Art Gallery Fundraising Pre-Dinner Reception	Prichard Art Gallery	2/6/11
Presidential Dinner	University Inn BW	2/7/11
UI Academic Assoc. & WSU Academic Advising Assoc. Social	SUB	2/11/11
Lionel Hampton Jazz Festival Community Kick-Off	Prichard Art Gallery	2/23/11
American College Dance Festival NW Conference	Prichard Art Gallery	3/19/11
State of the College of Engineering	Boise Centre on the Grove	3/23/11
Faculty Club	SUB	3/25/11
Idaho Repertory Theatre Reception	Kiva Theatre	3/25/11
Class of 2011 Celebration Dinner	University Inn BW	3/26/11
President's Symposium Reception	Executive Residence	3/30/11
College of Physics Annual Mtg	SUB	4/1/11
Borah Lecture Reception	Executive Residence	4/5/11
Engagement Day Reception	Executive Residence	4/6/11
McClure Lecture Reception	Executive Residence	4/8/11
IDL Grand Opening	IDL Boise	4/14/11
Dancers, Drummers, Dreamers and Dinner-Mom's Weekend	SUB	4/16/11
Faculty Excellence Awards	SUB	4/18/11
SBOE Reception Dinner	SUB	4/20/11
Spring 2011 Faculty Club Gathering	SUB	4/22/11



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<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Leadership Academy Dinner	SUB	4/25/11
Athena Awards	Executive Residence	4/26/11
Sherman Bellwood Lecture Series	Boise Centre on the Grove	4/28/11
VIEW Business Plan Competition Social	ALB	4/29/11
Sherman Bellwood Lecture Series	University Inn BW	4/29/11
Participants Dinner	Executive Residence	5/5/11
Retirement Reception	Bogey's	5/5/11
Exec MBA Program End-of-Year Social and Dinner	CDA Resort	5/7-9/11
REACCH Project Launch Meeting	SUB	5/9-10/11
Faculty & Staff Reception	Executive Residence	5/11/11

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

EVENT	LOCATION	DATE (S)
21 <sup>st</sup> Annual Confluence Grape & Grain Fundraiser	Center for Arts & History	4/15/11

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>SUPERINTENDENT'S UPDATE</b>	Information Item
<b>2</b>	<b>CORRECTION TO SCHOOL DISTRICT BOUNDARIES</b>	Motion to Approve
<b>3</b>	<b>ALTERATION OF SCHOOL DISTRICT BOUNDARIES FROM THE JEFFERSON JOINT SCHOOL DISTRICT #251 TO THE MADISON SCHOOL DISTRICT #321</b>	Motion to Approve
<b>4</b>	<b>APPOINTMENTS TO THE PROFESSIONAL STANDARDS COMMISSION</b>	Motion to Approve
<b>5</b>	<b>GEORGE FOX UNIVERSITY BOISE CENTER PROPOSED MAT PLUS ONLINE TEACHING ENDORSEMENT PROGRAM</b>	Motion to Approve

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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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**SUBJECT**

Correction to School District Boundaries

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-307, Idaho Code

**BACKGROUND/DISCUSSION**

Section 33-307 of Idaho Code prescribes the procedure for correcting school district boundaries. The Idaho State Tax Commission reviewed all school districts' boundaries over the course of the last year and found the following school districts to have errors in their legal descriptions: Bruneau-Grand View, Buhl, Castleford, Hagerman, Horseshoe Bend, McCall-Donnelly, Moscow, Mountain View, Mullan, Nezperce, Oneida, Orofino, Teton, and Wallace. Walt Bulawa, with the Idaho State Tax Commission, has made the necessary corrections to these legal descriptions and sent copies to the State Board of Education (SBOE), State Department of Education (SDE), and the superintendent of the respective district. The SDE is now submitting these corrected legal descriptions to the SBOE for approval. Upon approval, the SDE will send the corrected order to the respective board of trustees in accordance with Section 33-307 (2), Idaho Code.

**ATTACHMENTS**

Attachment 1 – Bruneau-Grand View Jt. School District Legal Description	Page 5
Attachment 2 – Buhl Jt. School District Legal Description	Page 7
Attachment 3 – Castleford Jt. School District Legal Description	Page 9
Attachment 4 – Hagerman Jt. School District Legal Description	Page 11
Attachment 5 – Horseshoe Bend School District Legal Description	Page 13
Attachment 6 – McCall-Donnelly Jt. School District Legal Description	Page 15
Attachment 7 – Moscow School District Legal Description	Page 17
Attachment 8 – Mountain View School District Legal Description	Page 19
Attachment 9 – Mullan School District Legal Description	Page 21
Attachment 10 – Nezperce Jt. School District Legal Description	Page 23
Attachment 11 – Oneida County School District Legal Description	Page 25
Attachment 12 – Orofino Jt. School District Legal Description	Page 27
Attachment 13 – Teton County School District Legal Description	Page 29
Attachment 14 – Wallace School District Legal Description	Page 31
Attachment 15 – Kamiah School District Legal Description	Page 33

**BOARD ACTION**

A motion to approve the corrected boundary legal description for the Bruneau-Grand View Joint School District.

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

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A motion to approve the corrected boundary legal description for the Buhl Joint School District.

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

A motion to approve the corrected boundary legal description for the Castleford Joint School District.

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

A motion to approve the corrected boundary legal description for the Hagerman Joint School District.

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

A motion to approve the corrected boundary legal description for the Horseshoe Bend School District.

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

A motion to approve the corrected boundary legal description for the McCall-Donnelly Joint School District.

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

A motion to approve the corrected boundary legal description for the Moscow School District.

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

A motion to approve the corrected boundary legal description for the Mountain View School District.



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

A motion to approve the corrected boundary legal description for the Mullan School District.

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

A motion to approve the corrected boundary legal description for the Nezperce Joint School District.

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

A motion to approve the corrected boundary legal description for the Oneida County School District.

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

A motion to approve the corrected boundary legal description for the Orofino Joint School District.

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

A motion to approve the corrected boundary legal description for the Teton County School District.

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

A motion to approve the corrected boundary legal description for the Wallace School District.

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

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**Bruneau-Grand View Joint School District Correct Legal Description:**

Beginning at a point where the middle of the main channel of the Snake River at the intersection of the Ada-Elmore county line with the Snake River at approximately the north side of Section 6, T 4 S, R 2 EBM. Thence NW following the middle of the main channel of the Snake River to the middle of the main channel on said river at approximately the NE corner of Section 7, T 3 S, R 1 EBM. Thence 2 miles west in Owyhee County on the sections lines to the NW corner of Section 12, T 3 S, R 1 WBM. Thence south 3 miles to the SW corner of Section 24, T 3 S, R 1 WBM. Thence 3 miles west to the NW corner of Section 28, T 3 S, R 1 WBM. Thence 1 mile south to the SW corner Section 28, T 3 S, R 1 WBM. Thence 1 mile west to the SE corner of Section 30, T 3 S, R 1 WBM. Thence 1 mile south to the SW corner of Section 32, T 3 S, R 1 WBM. Thence 1 mile west to the NW corner of Section 6, T 4 S, R 1 WBM. Thence 1 mile south to the SW corner of Section 6, T 4 S, R 1 WBM. Thence 1 mile west to the NW corner of Section 12, T 4 S, R 2 WBM. Thence 1 mile south to the SW corner of Section 12, T 4 S, R 2 WBM. Thence 4 miles west to the NW corner of Section 17, T 4 S, R 2 WBM. Thence 4 miles south to the SW corner of Section 32, T 4 S, R 2 WBM. Thence 1 mile west to the NW corner of Section 6, T 5 S, R 2 WBM. Thence 6 miles south to the SW corner of Section 31, T 5 S, R 2 WBM. Thence 6 miles west to the NW corner of Section 6, T 6 S, R 3 WBM. Thence 12 miles south to the SW corner of Section 31, T 7 S, R 3 WBM. Thence 12 miles east to the SW corner of Section 31, T 7 S, R 1 WBM. Thence 6 miles south to the NW corner of Section 6, T 9 S, R 1 WBM. Thence 6 miles west to the NW corner of Section 6, T 9 S, R 2 WBM. Thence 24 miles south to the SW corner of Section 31, T 12 S, R 2 WBM. Thence 12 miles west to the NW corner of Section 6, T 13 S, R 4 WBM. Thence approximately 23 miles south to the SW corner of Section 30, T 16 S, R 4 WBM on the Idaho-Nevada border line. Thence 66 miles east in T 16 S, R 7 EBM on the Idaho-Nevada border line. Thence 17 miles north to the NE corner of Section 1, T 14 S, R 7 EBM. Thence approximately 27 ½ miles east to the SW ¼ Section 34, T 13 S, R 12 EBM on the Owyhee-Twin Falls county line. Thence 23 miles north following the Owyhee-Twin Falls county line to the NW ¼ Section 10, T 10 S, R 12 EBM. Thence approximately 3 ½ miles west to SE corner of Section 1, T 10 S, R 11 EBM. Thence 7 miles north to the NE corner of Section 1, T 9 S, R 11 EBM. Thence approximately 3 ½ miles east to the SW ¼ of Section 34, T 8 S, R 12 EBM. Thence 6 miles north on the Owyhee-Twin Falls County line to the NW ¼ Section 3, T 8 S, R 12 EBM on the Owyhee-Twin Falls-Elmore County line. Thence 21 ½ miles west following the Owyhee-Elmore County line to the NW corner of Section 6, T 8 S, R 9 EBM on the Owyhee-Elmore county line. Thence 4 miles north on the Owyhee-Elmore County line to the NE corner of Section 13, T 7 S, R 8 EBM. Thence 10 miles west to the SE corner of Section 8, T S, R 7 EBM. Thence approximately 2 miles north to the NE corner of Section 5, T 7 S, R 7 EBM. Thence east to the SE corner of Section 32, T 6 S, R 7 EBM. Thence approximately 7 miles north on the east boundary line of Section 29, T 5 S, R 7 EBM to the middle of the main channel of the Snake River. Thence west following the middle of the main channel of the Snake River to the east side of Section 33, T 5 S, R 4 EBM at the middle of the main channel of the Snake River. Thence north 11 1/2 miles in Elmore County to the Ada-Elmore County line at the NE corner of Section 4, T 4 S, R 4 EBM. Thence west 14 ½ miles to the

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point of intersection with the Snake River at the middle of the main channel being approximately the north side of Section 6, T 4 S, R 2 EBM at the point of beginning.

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**Buhl Joint School District Corrected Legal Description:**

BEGINNING at the intersection of the east-west centerline of Sec. 22, Twp. 9 S, R 12 EBM, on the Owyhee-Twin Falls County line; thence on the county line north to its intersection with the main channel of the Snake River; thence following the channel of the Snake River in an easterly direction to its intersection with the west line of E  $\frac{1}{2}$  E  $\frac{1}{2}$  of Sec. 11, Twp. 6 S, R 12 EBM; thence south to the SW corner of the SE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  of Sec. 11; thence west to the NW corner of Sec. 14, Twp. 6 S, R 12 EBM; thence south  $\frac{1}{4}$  mile to the SW corner of the NW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of Sec. 14; thence east 1 mile to the SE corner of the NE  $\frac{1}{4}$ , NE  $\frac{1}{4}$  of Sec. 14, Twp. 6 S, R 12 EBM; thence north  $\frac{1}{4}$  mile to the NE corner of Sec. 14; thence east approximately  $\frac{3}{4}$  mile on the section line between Sec. 12 & 13 of Twp. 6 S, R 12 EBM, to the SW corner of the SE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  of Sec. 12; thence north  $\frac{1}{4}$  mile to the NW corner of the SE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  of the section; thence east  $\frac{1}{4}$  mile to the NE corner of the SE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  of Sec. 12, Twp. 6 S, R 12 EBM; thence south  $\frac{1}{4}$  mile to the SE corner of Sec. 12; thence east  $\frac{1}{4}$  mile on the section line between Sec. 7 & 18, Twp. 6 S, R 13 EBM, to the NW corner of the NE  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of Sec. 18; thence south  $\frac{1}{4}$  mile to the SW corner of the NE  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of Sec. 18, Twp. 6 S, R 13 EBM; thence east  $\frac{1}{4}$  mile to the SE corner of the NE  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of the section; thence south  $\frac{1}{4}$  mile to the center of Sec. 18; thence east  $\frac{1}{4}$  mile on the centerline  $\frac{1}{4}$  mile to the NW corner of the NE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  of Sec. 18; thence south  $\frac{1}{4}$  mile to the SW corner of the NE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  of Sec. 18; thence east  $\frac{1}{4}$  mile to the section line between Sec. 17 & 18, Twp. 6 S, R 13 EBM; thence south on the section line to the SE corner of Sec. 18; thence east on the section line between Sec. 17 & 20, Twp. 6 S, R 13 EBM, to its intersection with the middle of the main channel of the Snake River; thence along the channel of the Snake River to its intersection with the east-west centerline of Sec. 20, Twp. 6 S, R 13 EBM; thence west on the centerline to the SE corner of the west  $\frac{1}{2}$  of the west  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 20; thence north  $\frac{1}{4}$  mile to the NE corner of the west  $\frac{1}{2}$  of the west  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ; thence west to the NW corner of the east  $\frac{1}{2}$  of the east  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Sec. 20; thence south  $\frac{1}{4}$  mile to the east-west centerline of Sec. 20; thence east to the center of Sec. 20, Twp. 6 S, R 13 EBM; thence south  $\frac{1}{4}$  mile to the SW corner of the NW  $\frac{1}{4}$ , SE  $\frac{1}{4}$  of Sec. 20; thence east to the middle of the main channel of the Snake River; thence along the channel of the Snake River to its intersection with the east line of the W  $\frac{1}{2}$  W  $\frac{1}{2}$  of Sec. 21, Twp. 6 S, R 13 EBM; thence south to the SW corner of the SE  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of Sec. 28; thence east on the centerline of Sec. 28, to the middle of the main channel of the Snake River; thence following the channel of the Snake River in an easterly, southeasterly and southerly direction to its intersection with the south line of Sec. 33, Twp. 7 S, R 13 EBM; thence west to the SW corner of Sec. 33; thence south 1 mile; thence east 2 miles to the NE corner of Sec. 10, Twp. 8 S, R 13 EBM; thence south 2 miles; thence east  $1\frac{1}{2}$  miles to the south  $\frac{1}{4}$  corner of Sec. 13; thence south  $\frac{1}{8}$  mile; thence east  $\frac{1}{2}$  mile to the SE corner of the North  $\frac{1}{2}$  of the NE  $\frac{1}{4}$ , NE  $\frac{1}{4}$  of Sec. 24, Twp. 8 S, R 13 EBM; thence north  $\frac{1}{8}$  mile; thence east 1 mile to the main channel of the Snake River; thence following the channel of the Snake River in a southeasterly direction to its intersection with the east-west centerline of Sec. 33, Twp. 8 S, R 14 EBM; thence east to the center of Sec. 34; thence south  $\frac{1}{2}$  mile to the SW corner of the SE  $\frac{1}{4}$  of Sec. 34, Twp. 8 S, R 14 EBM; thence east  $\frac{1}{4}$  mile to the NW corner of the NE  $\frac{1}{4}$ , NE  $\frac{1}{4}$  of Sec. 3, Twp. 9 S, R 14 EBM;

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thence south  $\frac{1}{2}$  mile to the SW corner of the SE  $\frac{1}{4}$ , NE  $\frac{1}{4}$ ; thence east  $\frac{1}{4}$  mile to the SE corner of the SE  $\frac{1}{4}$ , NE  $\frac{1}{4}$ ; thence north  $\frac{1}{2}$  mile to the NE corner of Sec. 3; thence east 4 miles to the NE corner of Sec. 5, Twp. 9 S, R 15 EBM; thence south on the east boundary line of Sec. 5, to its point of intersection with the middle of the channel of the Snake River; thence easterly along the channel of the Snake River to the point where it intersects the north and south centerline of Sec. 10, Twp. 9 S, R 15 EBM; thence south to the south rim of the Snake River Canyon; thence easterly approximately  $\frac{1}{2}$  mile along the canyon rim to that point which is due west approximately  $\frac{1}{2}$  mile from the NE corner of the SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , Sec. 11, Twp. 9 S, R 15 EBM; thence east  $\frac{1}{2}$  mile to the NE corner of the SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , Sec. 11; thence south  $4\frac{1}{4}$  miles to the south  $\frac{1}{4}$  corner of Sec. 35; thence west  $1\frac{1}{2}$  miles to the NW corner of Sec. 3, Twp. 10 S, R 15 EBM; thence south  $4\frac{1}{2}$  miles to the High Line Canal; thence following the High Line Canal in a southwesterly direction to its intersection with a point on the south section line of Sec. 28; thence east on the section line to the south  $\frac{1}{4}$  corner of Sec. 28; thence south  $\frac{1}{2}$  mile to the center of Sec. 33, Twp. 10 S, R 15 EBM; thence west along the  $\frac{1}{2}$  section line of Sec. 33 & 32, to the point where the  $\frac{1}{2}$  section line intersects the High Line Canal; thence southerly and westerly down the High Line Canal to a point where it intersects the west boundary line of the SE  $\frac{1}{4}$  of Sec. 32; thence north along the west boundary line to the center of Sec. 32; thence west 4 miles to the center of Sec. 34, Twp. 10 S, R 14 EBM; thence north  $1\frac{1}{4}$  miles to the SE corner of the NE  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of Sec. 27; thence west  $\frac{1}{2}$  mile; thence north to the west  $\frac{1}{4}$  corner of Sec. 10, Twp. 10 S, R 14 EBM; thence west on the east-west center section line 3 miles to the west  $\frac{1}{4}$  corner of Sec. 7; thence north 1 mile; thence west 1 mile to the west  $\frac{1}{4}$  corner of Sec. 1, Twp. 10 S, R 13 EBM; thence north on the section line to its intersection with Salmon Falls Creek; thence following Salmon Falls Creek in a northwesterly direction to its intersection with the east-west centerline of Sec. 23, Twp. 9 S, R 13 EBM; thence west on the center section line 7 miles to the Owyhee County line the point of beginning.

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**Castleford Joint School District Corrected Legal Description:**

BEGINNING at Salmon Falls Creek where it intersects section line common to Secs. 1 and 2, Twp. 10 S, R 13 EBM; thence south to the NW corner of the SW  $\frac{1}{4}$  of Sec. 1, Twp. 10 S, R 13 EBM; thence east 1 mile to the NE corner of the SE  $\frac{1}{4}$  of said Sec. 1; thence south 1 mile to the NW corner of the SW  $\frac{1}{4}$  of Sec. 7, Twp. 10 S, R 14 EBM; thence east 3 miles on the half section line to the section line common to Secs. 9 and 10, Twp. 10 S, R 14 EBM; thence south along said section line approximately  $2\frac{3}{4}$  miles to the SW corner of the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Sec. 27, Twp. 10 S, R 14 EBM; thence east  $\frac{1}{2}$  mile; thence south  $1\frac{1}{4}$  miles of the half section line to the center of Sec. 34, Twp. 10 S, R 14 EBM; thence east  $3\frac{1}{2}$  miles of the half section line to the east line of Sec. 31, Twp. 10 S, R 15 EBM; thence south along the east line of said Sec. 31 approximately  $\frac{1}{2}$  mile to the point where the same intersection the High Line Canal; thence southwesterly along said Canal to the section line common to Sec. 6, Twp. 11 S, R 15 EBM, and Sec. 1, Twp. 11 S, R 14 EBM; thence south along said section line extended  $10\frac{1}{2}$  miles, more or less, to Salmon Falls Creek where it intersection the section line common to Sec. 36, Twp. 12 S, R 14 EBM, and Sec. 31, Twp. 12 S, R 15 EBM; thence up and along the center of Salmon Falls Creek and Salmon Falls Creek Reservoir to the point where the same intersects the south line of Sec. 31; Twp. 14 S, R 15 EBM; thence west  $9\frac{1}{2}$  miles, more or less, to the SW corner of Sec. 34, Twp. 14 S, R 13 EBM; thence north 3 miles to the SW corner of Sec. 15, Twp. 14 S, R 13 EBM; thence west  $5\frac{1}{2}$  miles, more or less, to the west boundary line of Twin Falls County; thence north approximately 26 miles to the point where said west boundary line of Twin Falls County intersects the south boundary line of Sec. 3, Twp. 10 S, R 12 EBM; thence west  $3\frac{1}{2}$  miles, more or less to the SW corner of Sec. 6, said township and range; thence north 7 miles to the NW corner of Sec. 6, Twp. 9 S, R 12 EBM; thence east  $3\frac{1}{2}$  miles, more or less, to the Owyhee-Twin Falls County line; thence south on said county line approximately  $3\frac{1}{2}$  miles to the east-west center line of Sec. 22, Twp. 9 S, R 12 EBM; thence east 7 miles, more or less, to the point where the east-west center line of Sec. 23, Twp. 9 S, R 13 EBM intersects the center of Salmon Falls Creek; thence southerly up and along the center of Salmon Falls Creek to the point of beginning.

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**Hagerman Joint School District Corrected Legal Description:**

BEGINNING at the NE corner of Sec. 29, T 6 S, R 14 EBM; thence south to the SE corner of Sec. 4, T 7 S, R 14 EBM; thence east to the NE corner of Sec. 10, said township and range; thence south to the SE corner of said Sec. 10, T 7 S, R 14 EBM; thence west to the south  $\frac{1}{4}$  corner of Sec. 9; thence south to the north  $\frac{1}{4}$  corner of Sec. 28, T 7 S, R 14 EBM; thence east to the NE corner of Sec. 28; thence south to the SE corner of Sec. 33, T 7 S, R 14 EBM; thence west to the SW corner of Sec. 33; thence south to the SE corner of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 8, T 8 S, R 14 EBM; thence west to the SW corner of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 8; thence north to the NW corner of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 8, T 8 S, R 14 EBM; thence west to a point where the south boundary line of Sec. 6 intersects the middle of the channel of the Snake River; thence southeasterly following the main channel of the Snake River to its intersection with the south section line of Sec. 17, T 8 S, R 14 EBM; thence west to the SW corner of Sec. 18; thence south  $\frac{1}{8}$  mile to the SE corner of the N $\frac{1}{2}$  of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 24; thence west  $\frac{1}{2}$  mile; thence north  $\frac{1}{8}$  mile thence west  $1\frac{1}{2}$  miles to the NW corner of Sec. 23; thence north 2 miles to the NW corner of Sec. 11; thence west 2 miles to the SW corner of Sec. 4; thence north 1 mile; thence east  $\frac{3}{4}$  mile, more or less, to the Snake River; thence following the center of the channel of the Snake River in a northerly direction to its point of confluence with the middle of the channel of the Malad River; thence northeasterly along the Malad River to a point where it intersects with the north-south centerline of Sec. 35, T 6 S, R 13 EBM; thence north along the centerline of Secs. 35 and 26, said township and range, to the north  $\frac{1}{4}$  corner of said Sec. 26; thence east to the NE corner of Sec. 29, Twp. 6 S, R 14 EBM, the point of beginning.

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**Horseshoe Bend School District Corrected Legal Description:**

BEGINNING at the NE corner of Sec. 29, T 6 S, R 14 EBM; thence south to the SE corner of Sec. 4, T 7 S, R 14 EBM; thence east to the NE corner of Sec. 10, said township and range; thence south to the SE corner of said Sec. 10, T 7 S, R 14 EBM; thence west to the south  $\frac{1}{4}$  corner of Sec. 9; thence south to the north  $\frac{1}{4}$  corner of Sec. 28, T 7 S, R 14 EBM; thence east to the NE corner of Sec. 28; thence south to the SE corner of Sec. 33, T 7 S, R 14 EBM; thence west to the SW corner of Sec. 33; thence south to the SE corner of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 8, T 8 S, R 14 EBM; thence west to the SW corner of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 8; thence north to the NW corner of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 8, T 8 S, R 14 EBM; thence west to a point where the south boundary line of Sec. 6 intersects the middle of the channel of the Snake River; thence southeasterly following the main channel of the Snake River to its intersection with the south section line of Sec. 17, T 8 S, R 14 EBM; thence west to the SW corner of Sec. 18; thence south  $\frac{1}{8}$  mile to the SE corner of the N $\frac{1}{2}$  of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 24; thence west  $\frac{1}{2}$  mile; thence north  $\frac{1}{8}$  mile thence west  $1\frac{1}{2}$  miles to the NW corner of Sec. 23; thence north 2 miles to the NW corner of Sec. 11; thence west 2 miles to the SW corner of Sec. 4; thence north 1 mile; thence east  $\frac{3}{4}$  mile, more or less, to the Snake River; thence following the center of the channel of the Snake River in a northerly direction to its point of confluence with the middle of the channel of the Malad River; thence northeasterly along the Malad River to a point where it intersects with the north-south centerline of Sec. 35, T 6 S, R 13 EBM; thence north along the centerline of Secs. 35 and 26, said township and range, to the north  $\frac{1}{4}$  corner of said Sec. 26; thence east to the NE corner of Sec. 29, Twp. 6 S., R 14 EBM, the point of beginning.

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**McCall-Donnelly Joint School District Corrected Legal Description:**

BEGINNING at the NW corner of Valley County in Sec. 28, Twp. 22 N, R 4 EBM; thence east along the Idaho-Valley County line to the NE corner of Valley County and its intersection with the Lemhi County line; thence southerly and southwesterly along the Valley-Lemhi and Valley-Custer County line to its intersection with the south line of Sec. 32, Twp. 16 N, R 11 EBM; thence west along the base line to Twp. 16 N, to the SE corner of Sec. 36, Twp. 16 N, R 5 EBM; thence south 3 miles to the SE corner of Sec. 13, Twp. 15 N, R 5 EBM; thence west on the section line to the Adams-Valley County line; thence in a northerly direction along the Adams-Valley County line to its intersection with the south line of Sec. 1, Twp. 18 N, R 2 EBM; thence west to the SW corner of the SE  $\frac{1}{4}$  of Sec. 2, Twp. 18 N, R 2 EBM; thence north 2 miles to the NW corner of the NE  $\frac{1}{4}$  of Sec. 35, Twp. 19 N, R 2 EBM; thence east  $\frac{1}{2}$  mile to the NE corner of Sec. 35; thence south 1 mile to the SE corner of Sec. 35; thence east along the section line between Sec. 1, Twp. 18 N, R 2 EBM, and Sec. 36, Twp. 19 N, R 2 EBM, to its intersection with the Adams-Valley County line; thence northerly along the Adams-Valley County line to the point of beginning.

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**Moscow School District Corrected Legal Description:**

BEGINNING at the SW corner of the SE 1/4 of the NW 1/4 of Sec. 13, Twp. 38 N, R 6 WBM, where it intersects the Idaho-Washington State line; thence north 16.5 miles to the NW corner of the NE 1/4 of the NW 1/4 of Sec. 25, Twp. 41 N, R 6 WBM; thence east to the NE corner of Sec. 30, Twp. 41 N, R 5 WBM; thence south 1/2 mile; thence east 1/2 mile to the center of Sec. 29, said township and range; thence north 1/2 mile; thence east 1 mile; thence south 1/2 mile to the center of Sec. 28, said township and range; thence east 1 mile; thence north 1/2 mile; thence east 1/2 mile to the NE corner of Sec. 27, said township and range; thence north 1/4 mile; thence east 1/2 mile; thence south 1/4 mile to the N 1/4 corner of Sec. 26, said township and range; thence east 1 mile; thence south 2 miles through the middle of Sec. 25 & 36, Twp. 41 N, R 5 WBM, to the S 1/4 corner of said Sec. 36; thence west 1/2 mile; thence south 2 miles; thence east 3 miles to the NE corner of Sec. 17, Twp. 40 N, R 4 WBM; thence south 3 miles to the SE corner of Sec. 29, said township and range; thence east 1/2 mile; thence south 1 1/4 miles; thence east 1/4 mile to the NE corner of the SW 1/4 of the NE 1/4 of Sec. 4, Twp. 39 N, R 4 WBM; thence south 1/4 mile, more or less, to the county road; thence NW on the county road to a point where it intersects the north-south centerline of said Sec. 4; thence south to the S 1/4 corner of said Sec. 4; thence west 1/2 mile; thence south 3 miles to the NE corner of Sec. 29, Twp. 39 N, R 4 WBM; thence east 1 mile; thence south 1/2 mile; thence east 1/2 mile to the center of Sec. 27, Twp. 39 N, R 4 WBM; thence south 3/4 mile; thence east 1/2 mile; thence south 3/4 mile to the SE corner of Sec. 34, Twp. 39 N, R 4 WBM; thence west 1 mile to the SW corner of said Sec. 34; thence north 1 mile; thence west 2 3/4 miles to the NE corner of the NW 1/4 of the NW 1/4 of Sec. 31, Twp. 39 N, R 4 WBM; thence south 1 mile; thence west 1/4 mile; thence south 1/2 mile to the E 1/4 corner of Sec. 1, Twp. 38 N, R 5 WBM; thence west 1 mile through the center of said Sec. 1; thence south 1/2 mile; thence west 1 mile to the SW corner of Sec. 2, Twp. 38 N, R 5 WBM; thence south 1/2 mile; thence west 1/2 mile to the center of Sec. 10, said township and range; thence north to the N 1/4 corner of said Sec. 10; thence west 3 1/4 miles to the NE corner of the NW 1/4 of the NW 1/4 of Sec. 7, said township and range; thence south 1/2 mile to the SE corner of the SW 1/4 of the NW 1/4 of said Sec. 7; thence west to the W 1/4 corner of said Sec. 7; thence south to the centerline of Jacksha Road; thence south on the centerline of Jacksha Road to the N boundary line of Sec. 18, said township and range; thence west approximately 1/2 mile to the N 1/4 corner of Sec. 13, Twp. 38 N, R 6 WBM; thence south 1/2 mile to the center of said Sec. 13; thence west to the Idaho-Washington state line, the point of beginning.

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**Mountain View School District Corrected Legal Description:**

BEGINNING at the junction of the centerline of the channels of the Salmon and Snake Rivers; thence along the centerline of the channel of the Salmon River upstream to a point where the Boise Meridian intersects the centerline of the channel of the Salmon River; thence south along the Boise Meridian approximately 1 mile to the NE corner of Sec. 1, Twp. 29 N, R 1 WBM; thence east 2 miles; thence north 1 mile; thence west 1 mile; thence north 3 miles; thence east 1 mile; thence north 2 miles to the NW corner of Sec. 4, Twp. 30 N, R 1 EBM; thence east  $\frac{1}{2}$  mile; thence north 1 mile; thence west  $\frac{1}{2}$  mile; thence north 2 miles to the NW corner of Sec. 21, Twp. 31 N, R 1 EBM; thence east 1 mile to the NE corner of Sec. 21; thence south approximately 2470 feet to a point 170 feet north of the east-west centerline of Sec. 21, Twp. 31 N, R 1 EBM; thence west 170 feet; thence south 170 feet to the east-west centerline of Sec. 21; thence east 170 feet to the NE corner of the SE  $\frac{1}{4}$  of Sec. 21; thence south 1 mile; thence east 1 mile; thence north  $\frac{1}{2}$  mile; thence east approximately  $1\frac{3}{4}$  miles to the SW corner of the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Sec. 24, said township and range; thence north approximately  $\frac{1}{2}$  mile to the NW corner of the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of said Sec. 24; thence west approximately  $\frac{3}{4}$  mile to the NW corner of the SW  $\frac{1}{4}$  of said Sec. 24; thence north approximately  $1\frac{1}{2}$  miles to the NW corner of Sec. 13, Twp. 31 N, R 1 EBM; thence east 1 mile; thence north 1 mile; thence west 1 mile; thence north  $\frac{1}{2}$  mile; thence east 3 miles; thence south  $\frac{1}{2}$  mile; thence east  $1\frac{1}{2}$  miles to the NE corner of the NW  $\frac{1}{4}$  of Sec. 10, Twp. 31 N, R 2 EBM; thence north  $1\frac{3}{4}$  miles to the NW corner of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 34, Twp. 32 N, R 2 EBM; thence east  $\frac{1}{4}$  mile; thence north  $\frac{1}{4}$  mile; thence east  $5\frac{3}{4}$  miles to the north-south centerline of Sec. 34 & 27, Twp. 32 N, R 3 EBM; thence north  $\frac{3}{4}$  mile; thence east  $\frac{1}{2}$  mile to the SE corner of the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 27; thence north  $\frac{1}{2}$  mile; thence east 2 miles to the NE corner of the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Sec. 24, Twp. 32 N, R 3 EBM; thence north  $6\frac{1}{4}$  miles, more or less, along the range line common to R 3 & R 4 EBM, to the NW corner of the SW  $\frac{1}{4}$  of Sec. 19, Twp. 33 N, R 4 EBM; thence east 1 mile to the SE corner of the NE  $\frac{1}{4}$  of Sec. 19; thence north 1 mile; thence east 2 miles; thence south  $\frac{1}{2}$  mile; thence east  $\frac{1}{2}$  mile; thence north 1 mile; thence east 1 mile to the SE corner of the SW  $\frac{1}{4}$  of Sec. 11, Twp. 33 N, R 4 EBM; thence north  $\frac{1}{4}$  mile; thence east  $\frac{1}{2}$  mile; thence south  $\frac{1}{4}$  mile; thence east 1 mile; thence south 1 mile to the SW corner of Sec. 18, Twp. 33 N, R 5 EBM; thence east 6 miles; thence north 6 miles, more or less, to the centerline of the channel of Lolo Creek and the county boundary line common to Idaho and Clearwater Counties; thence northeasterly following the boundary line common to Idaho and Clearwater Counties to the point where the boundary line intersects the boundary line common to the states of Idaho and Montana; thence southeasterly and southerly following the present defined boundary line between the State of Idaho and Montana to a point where the boundary line intersects the boundary line between Idaho and Lemhi Counties; thence along the boundary line to a point where it intersects the boundary line common to Idaho and Valley Counties; thence following the boundary line to a point where it intersects the southern boundary line of Sec. 31, Twp. 22 N, R 4 EBM; thence west along said boundary line to the SW corner said section; thence north approx. 18 miles to the NE corner of Sec. 1, Twp. 24 N, R 3 EBM; thence west approx. 12 miles to the NE corner of Sec. 1, Twp. 24 N, R 1 EBM; thence north approx. 6 miles to the NE corner of Sec. 1, Twp. 25 N, R 1 EBM; thence east approx. 1400 feet to the SE corner of Sec. 36, Twp. 26 N, R 1 EBM; thence north approx. 4 miles to NE corner

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of Sec. 13, Twp. 26 N, R 1 EBM; thence west approx. 6 miles to the NW corner of Sec. 18, Twp. 26 N, R 1 EBM; thence south approx. 4 miles to the SW corner of Sec. 31, Twp. 26 N, R 1 EBM; thence west approx. 6  $\frac{3}{4}$  miles along the southern boundary of Township 26 to its intersection with the centerline of the channel of the Snake River; thence downstream along the center of the channel of the Snake River to the mouth of the Salmon River, to the point of beginning.

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**Mullan School District Corrected Legal Description:**

Beginning at the southwest corner of Section 32, T. 47 N., R 5 E., B.M. Running thence North to the Northeast corner of Section 6, T 47 N., R 5 E., B.M., thence east to the southwest corner of Section 32, T. 48 N., R 5 E., B.M.; thence north to the west quarter corner of said section 20: thence east to the East  $\frac{1}{4}$  corner of Section 20, thence North to the Northeast corner of said section 20, thence east along section lines to the state boundary lines; thence in a general southeasterly direction along the state boundary line to a point on the Township line between Township 46 N. and 47 N; thence west on said township line to the southwest corner of Section 32, T.N., R 5 E., B.M. the place of beginning.

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**Nez Perce Joint School District Corrected Legal Description:**

BEGINNING at the NW corner of Sec. 8, Twp. 36 N, R 1 EBM; thence east 1 mile to the NE corner of Sec. 8; thence south 1/2 mile to the east 1/4 corner of Sec. 8; thence east 3 & 1/2 miles to the center of Sec. 12, Twp. 36 N, R 1 EBM; thence south 1/2 mile to the south 1/4 corner of Sec. 12; thence east 1/2 mile to the SE corner of Sec. 12; thence south 1 mile to the SE corner of Sec. 13, Twp. 36 N, R 1 EBM; thence east 1/4 mile to the NE corner of the NW 1/4 NW 1/4 of Sec. 19, Twp. 36 N, R 2 EBM; thence south 3/8 mile; thence east 1/4 mile to the north/south centerline of Sec. 19; thence south 5/8 mile to the south 1/4 corner of Sec. 19; thence east 1 mile to the north 1/4 corner of Sec. 29, Twp. 36 N, R 2 EBM; thence south 1 mile to the south 1/4 corner of Sec. 29; thence east 1/2 mile to the NE corner of Sec. 32, Twp. 36 N, R 2 EBM; thence south 1 mile to the SE corner of Sec. 32; thence east 1/2 mile to the North 1/4 corner of Sec. 4, Twp. 35 N, R 2 EBM; thence south 1 mile to the south 1/4 corner of Sec. 4; thence east 1 mile to the north 1/4 corner of Sec. 10, Twp. 35 N, R 2 EBM; thence south 2 miles to the south 1/4 corner of Sec. 15; thence east 1/2 mile to the NE corner of Sec. 22; thence south 2 miles to the SE corner of Sec. 27, Twp. 35 N, R 2 EBM; thence east 1 mile to the NE corner of Sec. 35; thence south 3 miles to the SE corner of Sec. 11, Twp. 34 N, R 2 EBM; thence east 1/2 mile to the north 1/4 corner of Sec. 13; thence south 1/2 mile to the center of Sec. 13; thence east 1/2 mile to the east 1/4 corner of Sec. 13; thence 2 & 1/2 miles to the SE corner of Sec. 25, Twp. 34 N, R 2 EBM; thence east 2 miles to the NE corner of Sec. 32, Twp. 34 N, R 3 EBM; thence south 2 miles to the SE corner of Sec. 5, Twp. 33 N, R 3 EBM; thence west 2 & 1/2 miles to the north 1/4 corner of Sec. 12; thence south on the centerline of Sec. 12, to an intersection with the centerline of Lawyer's Creek; thence in a southwesterly direction up Lawyer's Creek approximately 2 & 1/2 miles to the east/west centerline of Sec. 27, Twp. 33 N, R 2 EBM; thence east approximately 1 & 3/4 miles to the center of Sec. 25; thence north 3/4 mile to the NW corner of the SW 1/4 SE 1/4 of Sec. 24, Twp. 33 N, R 2 EBM; thence east 1/2 mile to the NE corner of the SE 1/4 SE 1/4 of Sec. 24; thence south 1/4 mile to the SE corner of Sec. 24; thence west 1/4 mile to the SW corner of the SE 1/4 SE 1/4 of Sec. 24; thence south 1/2 mile to the SW corner of the SE 1/4 NE 1/4 of Sec. 25, Twp. 33 N, R 2 EBM; thence east 1/2 mile to the NE corner of the NW 1/4 SW 1/2 of Sec. 30, Twp. 33 N, R 3 EBM; thence south 1 mile to the SE corner of the SW 1/4 NW 1/4 of Sec. 31; thence west 1/4 mile to the west 1/4 corner of Sec. 32; thence south 1/2 mile to the SE corner of Sec. 36, Twp. 33 N, R 2 EBM; thence east 1 & 1/4 miles to the NE corner of the NW 1/4 NW 1/4 of Sec. 5, Twp. 32 N, R 3 EBM; thence south 1 & 1/4 mile to the SE corner of the NW 1/4 NW 1/4 of Sec. 8; thence west 1/4 mile to the SW corner of the NW 1/4 NW 1/4 of Sec. 8; thence south 3/4 mile to the SE corner of Sec. 7, Twp. 32 N, R 3 EBM; thence east 3/4 mile to the NE corner of the NW 1/4 NE 1/4 of Sec. 17; thence south 1 mile to the SE corner of the SW 1/4 SE 1/4 of Sec. 17; thence west 1/4 mile to the south 1/4 corner of Sec. 17, Twp. 32 N, R 3 EBM; thence south 1/4 mile to the SE corner of the NE 1/4 NW 1/4 of Sec. 20; thence west 1/4 mile to the SW corner of the NE 1/4 NW 1/4 of Sec. 20; thence south 1/4 mile to the SE corner of the SW 1/4 NW 1/4 of Sec. 20, Twp. 32 N, R 3 EBM; thence east 1 mile to the SE corner of the SW 1/4 NW 1/4 of Sec. 21, Twp. 32 N, R 3 EBM; thence north 1/2 mile to the NW corner of the NE 1/4 NW 1/4 of Sec. 21; thence west 1/4 mile to the SW corner of Sec. 16, Twp. 32 N, R 3 EBM; thence north 1 mile to the NW corner of Sec. 16; thence east 1 mile to the NE

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corner of Sec. 16, Twp. 32 N, R 3 EBM; thence north 1/2 mile to the west 1/4 corner of Sec. 10; thence east 1 mile to the east 1/4 corner of Sec. 10; thence south 2 & 3/4 miles to the SE corner of the NE 1/4 NE 1/4 of Sec. 27, Twp. 32 N, R 3 EBM; thence west 1/2 mile to the SW corner of the NW 1/4 NE 1/4 of Sec. 27; thence south on the north/south centerline of Sec. 27, Twp. 32 N, R 3 EBM, 3/4 mile to the south 1/4 corner of Sec. 27; thence west 5 & 3/4 miles to the SW corner of the SE 1/4 SE 1/4 of Sec. 27, Twp. 32 N, R 2 EBM; thence south 1/4 mile to the SE corner of the NW 1/4 NE 1/4 of Sec. 34, Twp. 32 N, R 2 EBM; thence west 1/4 mile to the north/south centerline of Sec. 34; thence north 1 mile on the centerline of Sec. 34 & 27, Twp. 32 N, R 2 EBM, to the SE corner of the NE 1/4 NW 1/4 of Sec. 27; thence west 1/4 mile to the SW corner of the NE 1/4 NW 1/4 of Sec. 27; thence north 1/4 mile to the NW corner of the NE 1/4 NW 1/4 of Sec. 27; thence west 1/4 mile to the SW corner of Sec. 22, Twp. 32 N, R 2 EBM; thence north 1 mile to the NW corner of Sec. 22; thence east 3/4 mile to the SW corner of the SE 1/4 SE 1/4 of Sec. 15, Twp. 32 N, R 2 EBM; thence north 1 & 1/2 miles to the NW corner of the NE 1/4 SE 1/4 of Sec. 10; thence west 1/4 mile to the center of Sec. 10; thence north 1/2 mile to the N 1/4 corner of Sec. 10; thence west 1 mile to the south 1/4 corner of Sec. 4, Twp. 32 N, R 2 EBM; thence north 1/2 mile to the center of Sec. 4; thence east 1 mile to the center of Sec. 3, Twp. 32 N, R 2 EBM; thence north approximately 3/4 mile to an intersection with the centerline of Lawyer's Creek; thence in a westerly direction up Lawyer's Creek approximately 8 & 1/2 miles to an intersection with the north/south centerline of Sec. 20, Twp. 33 N, R 1 EBM; thence north approximately 2 & 1/2 miles to the north 1/4 corner of Sec. 8, Twp. 33 N, R 1 EBM; thence east 1/2 mile to the NE corner of Sec. 8; thence north 3 miles to the NW corner of Sec. 28, Twp. 34 N, R 1 EBM; thence west 1/2 mile to the south 1/4 corner of Sec. 20; thence north 3 miles to the north 1/4 corner of Sec. 8, Twp. 34 N, R 1 EBM; thence east 1/2 mile to the NE corner of Sec. 8; thence north 3 miles to the NW corner of Sec. 28, Twp. 35 N, R 1 EBM; thence west approximately 3/4 mile to an intersection with the centerline of Big Canyon Creek; thence in a northerly direction down Big Canyon Creek approximately 7 miles to an intersection with the north/south centerline of Sec. 25, Twp. 36 N, R 1 WBM; thence north on the centerline approximately 2 miles to an intersection with the centerline of Little Canyon Creek; thence in an easterly direction along the center of Little Canyon Creek approximately 1 & 1/2 miles to an intersection with the west section line of Sec. 17, Twp. 36 N, R 1 EBM; thence north approximately 1 & 1/2 miles to the NW corner of Sec. 8, Twp. 36 N, R 1 WBM, the point of beginning.

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**Oneida County School District Corrected Legal Description:**

BEGINNING at the SE corner of Sec. 27, Twp. 16 S, R 37 EBM; thence west following the Idaho/Utah State line 46 miles to the SW corner of Sec. 30, Twp. 16 S, R 30 EBM; thence north following the Cassia/Oneida County line 8 miles to the SW corner of Sec. 18, Twp. 15 S, R 30 EBM; thence east 3 miles to the SE corner of Sec. 16; thence north 1 mile to the NE corner of Sec. 16; thence east 1 mile to the SE corner of Sec. 10, Twp. 15 S, R 30 EBM; thence north 4 miles to the NE corner of Sec. 27, Twp. 14 S, R 30 EBM; thence west 4 miles to the NW corner of Sec. 30, which is a point on the Cassia/Oneida County line; thence north 10 miles to the Power County line; thence east following the Power/Oneida County line 18 miles to the NE corner of Sec. 1, Twp. 13 S, R 32 EBM; thence north on the Oneida/Power County line 6 miles to the NW corner of Sec. 6, Twp. 12 S, R 33 EBM; thence east on the Oneida/Power County line 8 miles to the NE corner of Sec. 5, Twp. 12 S, R 34 EBM; thence north following the Oneida/Power County line 6 miles to the NW corner of Sec. 4, Twp. 11 S, R 34 EBM; thence east 6 miles to the NE corner of Sec. 5, Twp. 11 S, R 35 EBM; thence following the Bannock/Oneida County line south 1 mile; thence east 1/4 mile; thence south 1/2 mile; thence east 1/2 mile; thence south 1/2 mile; thence east 1/4 mile; thence south 1/2 mile to the east 1/4 corner of Sec. 16, Twp. 11 S, R 35 EBM; thence east 1 mile to the east 1/4 corner of Sec. 15; thence following the Bannock/Oneida County line in a southeasterly, southerly, southwesterly and northeasterly direction to a point which is approximately the center of Sec. 28, Twp. 12 S, R 36 EBM; thence on the half section line east 3 & 1/2 miles, more or less, to the east 1/4 corner of Sec. 25, Twp. 12 S, R 37 EBM; thence following the Bannock/Oneida and Franklin/Oneida County lines to its intersection with the east section line of Sec. 1, Twp. 14 S, R 37 EBM; thence following the Oneida/Franklin County line south 4 & 3/4 miles, more or less, to the SE corner of Sec. 25, Twp. 14 S, R 37 EBM; thence west 2 miles; thence south on the Franklin/Oneida County line approximately 12 miles to the SE corner of Sec. 27, Twp. 16 S, R 37 EBM, the point of beginning.

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**Orofino Joint School District Corrected Legal Description:**

BEGINNING at a point where the east and west centerline of Sec. 25, Twp. 36 N, R 1 WBM, intersects the Lewis-Nezperce County line; thence west to the SW corner of the NW  $\frac{1}{4}$  of Sec. 25; thence north  $\frac{1}{2}$  mile; thence west  $\frac{3}{4}$  mile; thence north 1 mile; thence west  $1\frac{1}{4}$  miles; thence south  $\frac{1}{2}$  mile; thence west  $\frac{1}{2}$  mile to the center of Sec. 21; thence south  $\frac{1}{4}$  mile; thence west  $\frac{1}{2}$  mile; thence north  $\frac{3}{4}$  mile to the NW corner of Sec. 21; thence west  $\frac{1}{2}$  mile to the SW corner of the SE  $\frac{1}{4}$  of Sec. 17, Twp. 36 N, R 1 WBM; thence north  $\frac{1}{4}$  mile; thence west  $\frac{1}{2}$  mile; thence north  $\frac{1}{2}$  mile; thence east  $\frac{1}{4}$  mile; thence north  $\frac{3}{4}$  mile; thence east  $\frac{3}{4}$  mile to the NE corner of the SE  $\frac{1}{4}$  of Sec. 8; thence north to the midchannel of the Clearwater River; thence upstream to the east line of Sec. 4, which is the Nezperce-Clearwater County line; thence north to the NE corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Sec. 28, Twp. 37 N, R 1 WBM; thence west  $1\frac{1}{4}$  miles; thence north  $\frac{1}{4}$  mile; thence east  $\frac{1}{4}$  mile; thence north  $\frac{1}{4}$  mile; thence west  $1\frac{1}{4}$  miles to the SW corner of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 30, Twp. 37 N, R 1 WBM; thence north  $\frac{1}{4}$  mile; thence east  $\frac{1}{4}$  mile to the SE corner of Sec. 19, Twp. 37 N, R 1 WBM; thence north to Louse Creek; thence northwesterly along Louse Creek to the west line of Sec. 7; thence north to the NW corner of Sec. 7; thence east  $2\frac{1}{2}$  miles; thence north  $\frac{1}{2}$  mile; thence east  $\frac{1}{2}$  mile to the NE corner of the SE  $\frac{1}{4}$  of Sec. 4, Twp. 37 N, R 1 WBM, which is the Nezperce-Clearwater County line; thence north  $\frac{1}{2}$  mile to the NW corner of Sec. 3, Twp. 37 N, R 1 WBM; thence east 3 miles; thence north 3 miles to the NE corner of Sec. 24, Twp. 38 N, R 1 WBM, to the Clearwater-Latah County line; thence east  $3\frac{1}{4}$  miles, more or less, to the SE corner of Latah County, Sec. 15, Twp. 38 N, R 1 EBM; thence north 2 miles to the north line of Sec. 10; thence east to the west bank of the North Fork of the Clearwater River on the north line of Sec. 7, Twp. 38 N, R 4 EBM; thence following upstream the North Fork to the intersection with the west line of Sec. 7, Twp. 40 N, R 5 EBM; thence north to the NW corner of Sec. 6; thence east 12 miles to the NW corner of Sec. 6, Twp. 40 N, R 7 EBM; thence north 6 miles to the north line of Clearwater County; thence east on the north line to the Idaho-Montana line; thence SE on the Idaho-Montana line to the intersection with the Clearwater-Idaho County line; thence southwesterly along the Clearwater-Idaho County line to the Clearwater River at the mouth of Lolo Creek; thence up the Clearwater River to the mouth of Six Mile Creek, starting where Six Mile Creek enters the Clearwater River; thence up Six Mile Creek approximately  $1\frac{1}{2}$  miles to its intersection with the north and south line between Sec. 11 & 12, Twp. 34 N, R 2 EBM; thence north on the line approximately  $2\frac{1}{2}$  miles to the NE corner of Sec. 35, Twp. 35, R 2 EBM; thence west 1 mile to the NW corner of Sec. 35; thence north 2 miles to the NE corner of Sec. 22; thence west  $\frac{1}{2}$  mile to the centerline of Sec. 15; thence north 2 miles to the centerline of Sec. 3, Twp. 35 N, R 2 EBM; thence west 1 mile to the centerline of Sec. 4; thence north 1 mile to the centerline of Sec. 33, Twp. 36 N, R 2 EBM; thence west  $\frac{1}{2}$  mile to the section line between 32 & 33; thence north 1 mile on the line to the NE corner of Sec. 32; thence west  $\frac{1}{2}$  mile to the centerline of Sec. 29; thence north 1 mile to the centerline of Sec. 20; thence west 1 mile to the centerline of Sec. 19; thence north  $\frac{1}{2}$  mile on the north-south centerline of Sec. 19; thence west  $\frac{1}{4}$  mile; thence north  $\frac{1}{2}$  mile; thence west  $\frac{1}{4}$  mile to the SW corner of Sec. 18, Twp. 36 N, R 1 EBM; thence north on the Twp. line to the NE corner of Sec. 13; thence west  $\frac{1}{2}$  mile to the centerline of Sec. 12; thence north  $\frac{1}{2}$  mile to the center of Sec. 12; thence west  $3\frac{1}{2}$  miles to the center of the

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north and south section line between Sec. 8 & 9, Twp. 36 N, R 1 EBM; thence north  $\frac{1}{2}$  mile to the NE corner of Sec. 8; thence west 1 mile to the NW corner of Sec. 8; thence south to the intersection with Little Canyon Creek; thence down Little Canyon Creek to its intersection with the north and south centerline of Sec. 13, Twp. 36 N, R 1 WBM; thence south approximately  $2\frac{1}{2}$  miles on the centerline of Sec. 13, 24 and 25 to an intersection with Big Canyon Creek and the point of beginning.

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**Teton County School District Corrected Legal Description:**

BEGINNING at a point on the northern boundary line of Bonneville County, the said point being two (2) miles east of the range line, which, when surveyed, will be between ranges forty-two (42) and forty-three (43) east; thence easterly and southerly on the northern boundary line of Bonneville County as now established, to a point where said boundary line intersects the boundary line dividing the states of Idaho and Wyoming; thence north along the boundary line between the states of Idaho and Wyoming to a point where said dividing line intersects Bitch Creek; thence westerly and down the center of said Bitch Creek to a point where said Bitch Creek intersects and runs into the main channel of the Teton River, and to the center of said main channel; thence down the said main channel of the said Teton River to a point where the same intersects the section line between sections sixteen (20) and seventeen (21), township 7 north, range 43 EBM; thence south along said line to the place of beginning.

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**Wallace School District Corrected Legal Description:**

BEGINNING at the south 1/4 corner of Sec. 35, Twp. 47 N, R 3 EBM; thence north 6 miles to the north 1/4 corner of Sec. 2; thence east 1/2 mile to the NE corner of Sec. 2; thence due north approximately 7 miles to a point on the north line of Sec. 35, Twp. 49 N, R 3 EBM; thence east 605.88 feet to the SW corner of Sec. 25; thence east to the SW corner of the SE 1/4 SE 1/4 of Sec. 25, Twp. 49 N, R 3 EBM; thence north 1 mile to the NW corner of the NE 1/4 NE 1/4 of Sec. 25; thence west 3/4 mile to the SW corner of Sec. 24; thence west 605.88 feet to a point on the north line of Sec. 26, Twp. 49 N, R 3 EBM; thence north 2 miles to a point on the north line of Sec. 14; thence east 605.88 feet to the SW corner of Sec. 12; thence north 1/2 mile to the west 1/4 corner of Sec. 12, Twp. 49 N, R 3 EBM; thence east 1/2 mile to the center of Sec. 12; thence north 1 mile to the center of Sec. 1, Twp. 49 N, R 3 EBM; thence east 1/2 mile to the east 1/4 corner of Sec. 1; thence north 1/2 mile to the SE corner of Sec. 36, Twp. 50 N, R 3 EBM; thence west 7 miles to the SW corner of Sec. 36, Twp. 50 N, R 2 EBM; thence north approximately 2 & 1/8 miles to the center of the main channel of the Coeur d'Alene River; thence in an easterly and southerly direction along the center of the channel of the Coeur d'Alene River through sections 24 & 25, Twp. 50 N, R 2 EBM, and Sec. 30 & 29, Twp. 50 N, R 3 EBM, to an intersection with the east section line of Sec. 29; thence north on the east section line of Sec. 29, Twp. 50 N, R 3 EBM, to the NE corner of Sec. 29; thence west approximately 1 mile to the NW corner of Sec. 29, Twp. 50 N, R 3 EBM; thence north 1 mile to the NE corner of Sec. 19; thence west 2 miles to the NW corner of Sec. 24, Twp. 50 N, R 2 EBM; thence north 3 miles to the SW corner of Sec. 36, Twp. 51 N, R 2 EBM; thence east 7 miles to the SE corner of Sec. 36, Twp. 51 N, R 3 EBM; thence north 6 miles to the SE corner of Sec. 36, Twp. 52 N, R 3 EBM; thence west approximately 14 & 1/2 miles to the Shoshone/Kootenai County line; thence north along the Shoshone/Kootenai County line and the Shoshone/Bonner County line and east on the same line to the Idaho/Montana State line; thence in a general southeasterly direction along the Idaho/Montana State line to a point on the south line of Sec. 16, Twp. 48 N, R 6 EBM; thence west along the section line approximately 6 & 1/2 miles to the NE corner of Sec. 20, Twp. 48 N, R 5 EBM; thence south 1/2 mile to the east 1/4 corner of Sec. 20; thence west 1 mile to the west 1/4 corner of Sec. 20; thence south 3 miles to the SE corner of Sec. 31, Twp. 48 N, R 5 EBM; thence west to the NE corner of Sec. 6, Twp. 47 N, R 5 EBM; thence south 6 miles to the SE corner of Sec. 31; thence west 8 & 1/2 miles to the south 1/4 corner of Sec. 35, Twp. 47 N, R 3 EBM, the point of beginning.

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**Kamiah School District Correct Legal Description:**

Beginning at a point where the Lolo Creek intersects with the Clearwater River in Section 14, TWP 35N, R2, EBM; thence in a southeasterly direction up the center of the Clearwater River to where the Clearwater River intersects with the channel of the Six Mile Creek, Section 7, TWP 34N, R3, EBM; thence in a westerly direction up the center of the Six Mile Creek to the intersection of the Six Mile Creek with the common line of Sections 11 & 12, TWP 34N, R2, EBM; thence south to the southwest corner of Section 12, TWP 34N, R2, EBM; thence east 1/2 mile; thence south 1/2 mile; thence east 1/2 mile; thence south 2 1/2 miles to the southwest corner of Section 30, TWP 34N, R3, EBM; thence east 2 miles to the southwest corner of Section 28, TWP 34N, R3, EBM; thence south 2 miles; thence west 2 1/2 miles to the northwest corner of the northeast quarter of Section 12, TWP 33N, R2, EBM; thence south approximately 1 mile, to the intersection with Lawyers Creek; thence southwesterly down the center of Lawyers Creek to the intersection of Lawyers Creek with the center east - west line of Section 27, TWP 33N, R2, EBM; thence east 1 3/4 miles to the center point of Section 25, TWP 33N, R2, EBM; thence north 3/4 mile to the northwest corner of the southwest quarter of the southeast quarter of Section 24, TWP 33N, R2, EBM; thence east 1/2 mile; thence south 1/4 mile to the southeast corner of Section 24, TWP 33N, R2, EBM; thence west 1/4 mile; thence south 1/2 mile; thence east 1/2 mile to the northeast corner of the northwest quarter of the southwest quarter of Section 30, TWP 33N, R3, EBM; thence south 1 mile to the southeast corner of the southwest quarter of the of the northwest quarter of Section 31, TWP 33N, R3, EBM; thence west 1/4 mile; thence south 1/2 mile to the southwest corner of Section 31, TWP 33N, R3, EBM; thence east 1 1/4 mile; thence south 1 1/4 mile to the southeast corner of the northwest quarter of the northwest quarter of Section 8, TWP 32N, R3, EBM; thence west 1/4 mile; thence south 3/4 mile to the southwest corner of section 8, TWP 32N, R3, EBM; thence east 3/4 mile to the northwest corner of the northeast quarter of the northeast quarter of Section 17, TWP 32N, R3 EBM; thence south 1 mile; thence west 1/4 mile to the northwest corner of the northwest quarter of the northeast quarter of Section 20, TWP 32N, R3, EBM; thence south 1/4 mile to the southwest corner of the northwest quarter of the northeast quarter of Section 20, TWP 32N, R3, EBM; thence west 1/4 mile; thence south 1/4 mile to the southwest corner of the southeast quarter of the northwest quarter of Section 20, TWP 32N, R3, EBM; thence east 1 mile to the southeast corner of the southwest quarter of the northwest quarter of Section 21, TWP 32N, R3, EBM; thence north 1/2 mile; thence west 1/4 mile to the northwest corner of Section 21, TWP 32N, R3, EBM; thence north 1 mile; thence east 1 mile to the southeast corner of Section 9, TWP 32N, R3, EBM; thence north 1/2 mile; thence east 1 mile; thence south 2 1/4 miles to the northwest corner of the southwest quarter of the southwest quarter of Section 23, TWP 32 N, R 3, EBM; thence east 2 miles to the northeast corner of the southeast quarter of the southeast quarter of Section 24, TWP 32 N, R3, EBM; thence north 6 1/4 miles to the southwest corner of the northwest quarter of Section 19, TWP 33N, R4, EBM; thence east 1 mile; thence north 1 mile; thence east 2 miles; thence south 1/2 mile to the southwest corner of Section 15, TWP 33N, R4, EBM; thence east 1/2 mile; thence north 1 mile; thence east 1 mile; thence north 1/4 mile to the northwest corner of the southwest quarter of the southeast quarter of Section 11, TWP 33N, R4, EBM; thence east 1/2 mile; thence south 1/4 mile to the southwest corner of Section 12 TWP 33N, R4, EBM;

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thence east 1 mile; thence south 1 mile to the southwest corner of section 18, TWP 33N, R5, EBM; thence east 6 miles to the southeast corner of Section 13, TWP 33N, R5, EBM; thence north approximately 6 miles to the intersection with the Lolo Creek in Section 13, TWP 34N, R5, EBM following the common line of Section 13, TWP 33N, R5, EBM and Section 18, TWP 33N, R6, EBM; thence in a westerly direction down the center of the Lolo Creek to the point of beginning, where the Lolo Creek intersects with the Clearwater River in Section 14, TWP 35N, R2, EBM.



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**SUBJECT**

Alteration of School District Boundaries from the Jefferson Joint School District #251 to the Madison School District #321

**REFERENCE**

June 17, 2010

M/S (Atchley/Soltman): To approve the findings and conclusions in the recommended order issued by the hearing officer and to approve the excision and annexation of property from the Jefferson Joint School District to the Madison School District. Motion carried unanimously.

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-308, Idaho Code

IDAPA 08.02.01.050, Rules Governing Uniformity

**BACKGROUND/DISCUSSION**

Section 33-308 of Idaho Code prescribes the procedure for excision and annexation of land from one school district to another. The Madison Butte Annexation Committee submitted a petition for the excision/annexation of property from the Jefferson Joint School District to the Madison School District in compliance with this statute. If the proposal is approved, it will be sent to the electors of the area affected.

The petition states that the petitioners want their children to attend the Madison School District for six reasons. First, the petitioners are Madison County residents, and all of their taxes, except school district taxes, go to Madison County. Second, the majority of children living in the Menan Butte area are attending Madison School District schools and the petitioners would like their tax dollars following their children to the schools they attend. Third, the petitioners "are taxed for Jefferson School District #251 debts but are unable to vote on items with regard to the schools that [their] children attend in School District #321." Fourth, they are Madison county residents, but not represented on the Madison School Board of Trustees. Fifth, they "do not want to petition each year to be allowed to attend Madison schools with the fear each year that our children will not be permitted to attend the schools of our choice." Finally, they want the children in the area "bused to and from school with adequate funding going to Madison School District #321 Transportation Department." The legal description in the petition was prepared by Scott W. Marotz, a licensed attorney.

The Jefferson Joint Board of Trustees considered the petition and objects to consideration of the petition. The Madison Board of Trustees considered and unanimously approved the petition.

Pursuant to IDAPA 08.02.01.050, a hearing officer was appointed to review the request and a public hearing was held. The hearing officer recommended that

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the Idaho State Board of Education approve the proposal and submit the matter for consideration to the school district electors residing in the area. The recommendation is based upon the findings that the petition is in the best interest of the children residing in the area and the excision would not leave the school district with a bonded debt in excess of the limit prescribed by law. The hearing officer's recommendation and exhibits are attached. These include the documents as originally submitted to the State Department of Education.

A similar petition was brought before the State Board of Education (SBOE) in June 2010. The SBOE approved the proposal be sent to the electors, and on August 16, 2010 the electors in the area did not approve the excision/annexation.

**ATTACHMENTS**

Attachment 1 – Hearing Officer's Recommendation	Page 3
Attachment 2 – Jefferson School Board of Trustee Recommendations	Page 77
Attachment 3 – Madison School Board Meeting Minutes	Page 79
Attachment 4 – Petition to Alter the District Boundaries	Page 85
Attachment 5 – Letter from Superintendent Geoffrey Thomas	Page 105
Attachment 6 – Letter from Superintendent Ron Tolman	Page 107
Attachment 7 – Effects of Levy Changes	Page 109

**BOARD ACTION**

A motion to accept the findings and conclusions in the recommended order issued by the hearing officer and to approve the excision and annexation of property from the Jefferson Joint School District to the Madison School District.

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

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BEFORE THE IDAHO STATE BOARD OF EDUCATION

IN RE: PETITION SUBMITTED BY )	
THE MADISON BUTTE ANNEXATION )	
COMMITTEE PROPOSING ALTERING )	
SCHOOL DISTRICT BOUNDARIES OF )	
MADISON #321 AND JEFFERSON #251 )	FINDINGS OF FACT AND
Idaho Code Section 33-308 and )	RECOMMENDATION
IDAPA 08.02.01.050 )	
_____ )	

Pursuant to Idaho Code section 33-308 and IDAPA 08.02.01.050, upon notice duly given, and under authority of the Idaho State Board of Education and the Idaho Department of Education, Paul B. Rippel acted as Hearing Officer and conducted a public hearing on that certain Petition from The Madison Butte Annexation Committee, the Committee being composed of Richard Cannon, Lorie Cannon, Jeff Crandall, Susan Crandall, Gary Olaveson, Heather Olaveson, Dan South, Margo South, Jason South, and Jennifer South, seeking to excise certain lands from Jefferson Joint School District # 251

FINDINGS OF FACT AND RECOMMENDATION - 1

("Jefferson 251") and annex them into adjacent and contiguous Madison School District #321 ("Madison 321").

The hearing was held at the City Hall Building in the City of Menan, Idaho, on Wednesday, the 9th day of March, 2011, beginning at 6:30 p.m. In accordance with Idaho Code and the IDAPA provisions relating to excision and annexation to change boundaries of contiguous school districts, oral presentations were allowed by anyone expressing the desire to do so, and written materials were accepted by the Hearing Officer and made a part of the record. Information concerning financial criteria was provided on the Jefferson 251 bonded indebtedness, on the assessed values of properties within the area proposed to be excised, as well as the overall valuation of property in the District and general comparisons of the respective property taxes.

Idaho Code section 33-308 provides that the State Board of Education shall approve a proposal for excision and annexation (on changing a contiguous school district boundary), if it is in the best interests of the children residing in the area; and, the excision of the territory as proposed would not leave the school district losing property with a bond debt in excess of the limit then prescribed by law. Those are the essential legal criteria that the Hearing Officer is to address in reporting to the State Board. The pertinent Idaho Code and IDAPA regulation sections are included in the Addendum.

For convenience, these findings of fact will be stated in narrative fashion. They will be based on an evaluation and weighing of all information in the record before the Hearing Officer. That includes the Petition and related responses from the school districts provided from the State, and information received by the Hearing Officer at or

FINDINGS OF FACT AND RECOMMENDATION - 2

before the hearing. The Addendum contains a copy of all documentary information and a list of persons giving oral statements at the hearing, and it will accompany this document when delivered to the State Board of Education and served on the two school districts and the Petitioners.

The Petition has a detailed map and legal description of the property in question as required by law. However, the Menan Buttes and the area can be observed on Google Maps or Google Earth if a person wishes to examine the geography and topography in relation to the Petition and the verbal and written comments received for and against the Petition.

As with many issues permitting public input, much of the information presented was from the perspective of the particular presenter, versus directly addressing individual criteria identified in the Board of Education regulations. Thus, the narrative nature of these findings, though organized by subjects, should be taken as a whole, and not narrowly construed. The Board of Education regulations speak of two primary criteria: school district indebtedness; and, the children's best interests.

#### I. Bonded Indebtedness Limitations

Would allowing the change in the district boundaries put Jefferson 251 beyond the legal limit respecting bonded indebtedness if the subject property is excised? The record is clear that it would not put Jefferson 251 beyond the legal limit. Jefferson 251 presented information concerning the financial impact of a shift as it relates to a recently-passed school bond. By removing some of the taxable property from the District, other patrons would have to pay some increased amount to make up the

FINDINGS OF FACT AND RECOMMENDATION - 3

difference and ultimately satisfy the bond. Other information was presented on respective levy rates and the amount of property taxes attributable to the Buttes property located in Madison County, but within Jefferson 251. While of interest, none of that information changes the fact that the District will not be beyond the legal bonded indebtedness limitations if the property is excised.

## II. Best Interests of the Affected Children

The second legal criteria is whether the proposed change in boundary would be in the best interests of affected children, considering all relevant information, including without limitation: (a) safety and distance issues; (b) views of the parties on the best interests of children in the affected area; (c) adjustment of the affected children to their home and neighborhood and environment; and, (d) suitability of the school(s) and facilities in the acquiring district, to accommodate added students.

### (a) Safety and Distance Issues.

The issue of busing and transportation of the affected children was addressed by both sides. Some argued that the children would be bused a shorter distance to Jefferson 251 schools than to Madison 321 schools. The differences are not great in the world of today's transportation. There was no factual information suggesting the children would not be safely transported by either district. Rather, people were focused on the cost of transportation. However, both school districts must have buses in the area, since they are contiguous, with the Buttes being on the fringe of either school district, so it seems unlikely the overall cost would be significantly different; it would just be a question of which district incurs the cost for the affected children.

## FINDINGS OF FACT AND RECOMMENDATION - 4

(b) Views of the Parties on the Best Interests of Affected Children

Numbers varied slightly depending on the source, but there nevertheless is a large percentage (80%-90% range) of the school age children living in the area currently waived into the Madison School District based on annual applications by their parents. There are apparently around 20 more children living in the area who are not yet in school.

Individuals made presentations on why they had chosen to either pursue waiver into Madison 321 or stay in Jefferson 251. Those reasons included family history, school focus, desire for stability, parental rights, and property taxes. In each individual case those reasons made sense, but it does little to help understand the overall issue of what would be in the best interests of affected children, those currently in school and those not yet in school.

The view from Jefferson 251 did not address whether a boundary change might ease the demand on its resources. Rather, the District expressed its continuing willingness and desire to serve the students living in the Buttes area, even though 80%-90% are already waived into the Madison District. Jefferson 251 has a closed enrollment policy, which means it does not accept any students who do not live within its boundaries, i.e. there is no waiver process.

Madison 321 expressed its continuing desire to serve the children from the area, commenting on its capacities and desire to serve the existing waived students as well as others. Madison 321 has an open enrollment policy.

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Two people spoke at the end of the hearing, asking the question of "why not leave it the way it is now?" Since there is a split in the enrollment policies of the districts, i.e. Jefferson 251 closed/Madison 321 open, people who live in the area and want their children to attend Jefferson 251 would be precluded from doing so if the lands are excised, unless Jefferson 251 amends its policy. A concern of those currently waived was that Madison 321 might change its policy or deny a waiver. Based on the statements from Madison 321 that appears to be possible, not probable, but the conflict over busing does make it more probable as shown by the previous capitulation to Jefferson 251's demand to not cross district lines. Those parents want the certainty of enrollment and lack of busing conflict a boundary shift would provide.

(c) Affected Children's Adjustment to Neighborhood and Environment

There were competing views presented and no clear answer on this question. One view was in essence that wanting to excise the Buttes property was creating a rift in the Greater Menan Community. The other was that children participating in activities in different school districts but also in Menan area activities enjoy and benefit from the expanded experiences. There was no information submitted by either side from school-age children. From all accounts, affected children are well-adjusted to both schools and community, and it appears it is adults or the school districts that have an interest in funding, territory or pride in association being affected by the petition. One proponent's comment was persuasive, stating in essence, if the requested shift will ruin the sense of community in the area, they collectively have more problems than what schools their children attend.

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(d) Suitability of the Acquiring District to Add Students.

Madison 321 is clearly serving 80%-90% of the affected children already and has the capacity to serve the area in question.

(e) Other Relevant Information

The law states that all relevant information relating to the best interest of the affected children should be considered. It boils down to, how relevant was some of the information presented? To assure the parties that a complete airing was permitted and that their views have been considered, this section will set forth addition points that were expressed with some frequency.

Some comments received made the point that this should not be a question of whether one school district is better than the other - a contest or attitude that would or could create hard feelings among people living in close proximity. Others commented on the quality of education available in each district, and thus each district's ability to produce well-educated pupils, ready to compete in the world or higher education. Those are valid points, but the information presented bore out that both school districts are capable of providing a quality education, and while each may excel in certain areas, the overall education is comparable. Thus, the overall quality of education provided by each district is a neutral point. However, parents in favor of the petition noted that the focus of Madison 321 was a factor in sending their children to those schools on an annual waiver.

Currently, 55 of 61 school age children in the area attend Madison 321 on annual waivers. Madison 321 was providing busing to those students, but stopped when Jefferson 251 asserted after the last petition vote, that Madison 321's buses could not

FINDINGS OF FACT AND RECOMMENDATION - 7

cross into the 251 district to pick up children. When some parents approached Jefferson 251 they were pressured to drop the current Petition, and Madison 321 was finally given permission to cross boundaries, for only the current school year.

Many of the comments focused on property taxes, with petition supporters wanting their school district-related property taxes, from their Madison County property, to be available to support the schools in Madison 321 where they are sending their children. Presumably that would extend to transportation expenses. With a large percentage of the affected children attending schools in Madison 321, it probably makes sense for those tax dollars to apply to the bond indebtedness and maintenance and operations of Madison 321.

The Petition and many of its proponents commented negatively on voting procedures on the previous petition, voter education, including a lack of information on who could vote, absentee or early voting, shortened voting hours, and ballot wording that made it appear that a "for" vote would cause a person to still be obligated on Jefferson 251 bond debt and also assume Madison 321 bond debt. The record has notes from a number of people who were unable to vote and who would have been in favor. Opponents commented on the "will of the people" having already been expressed by the prior vote and the expense of new proceedings directly on the heels of the prior unsuccessful vote being a waste of taxpayer money.

#### SUMMARY AND RECOMMENDATION

Considering the quality of arguments presented for and against the Petition, not the quantity of response, the arguments are roughly in equipoise. They are based

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primarily on intuition, hearsay and emotion, and each argument seems to be counterbalanced by another equally reasonable one. That is, those persons for and against the Petition are not unreasonable people, they are just people, and people often have and in this case do, have differing personal views. What does appear in the record as fact, rather than argument, tips in favor of the Petition.

The legal limitation on bonded indebtedness would not be offended by excision and annexation.

Safety and distance issues are neutral in consequence, but the conflict between districts on transportation of the affected children weighs in favor of the Petition.

When it comes to the views of the parties about what constitutes the best interests of the affected children, there seems to be little agreement and neither side of the issue was more persuasive - another case of equipoise.

The affected children's adjustment to neighborhood and environment also favors the Petition with 80%-90% of those of school age already attending Madison 321. Those children are adjusted to Madison 321 as well as the Greater Menan Area. It would be reasonable to infer that most upcoming children would also be well-adjusted to the school and community.

Madison 321 has proven its suitability to already serve most of the children from the area and has the ability and capacity to serve additional children as they reach school age.

Other relevant information is harder to peg. The items lumped into that category usually relate in one way or another to the main criteria. Of them, the ability of


FINDINGS OF FACT AND RECOMMENDATION - 9

STATE DEPARTMENT OF EDUCATION  
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Madison County residents to have their school district tax dollars apply to the building, maintenance and operation of the schools in Madison County tips in favor of the Petition.

Based upon the legal criteria and the foregoing findings of fact, it is the recommendation of this Hearing Officer that the Idaho State Board of Education approve the proposal to excise certain lands as proposed from the Jefferson School District No. 251, and annex it to Madison School District No. 321 and submit the matter for consideration of the school district electors residing in the area described. This recommendation is based upon the above-stated findings that the legal criteria have been met: (1) that it is in the best interests of the children residing in the area to be affected; and, (2) the excision of the territory from Jefferson School District No. 251 would not leave that school district with a bonded debt in excess of the limit prescribed by law.

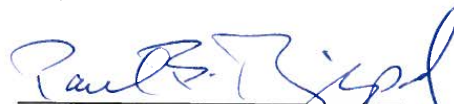
DATED this 14<sup>th</sup> day of March, 2011.

  
Paul B. Rippel, Hearing Officer

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served upon the persons named below, by first class, pre-paid mail

DATED this 14<sup>th</sup> day of March, 2011.

  
Paul B. Rippel

Madison School District #321  
290 North First East  
P. O. Box 830  
Rexburg, Idaho 83440

Jefferson Joint School District #251  
201 Idaho Avenue  
Rigby, Idaho 83442

FINDINGS OF FACT AND RECOMMENDATION - 10

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

Richard & Lorie Cannon, Petitioners  
1161 East Butte Road  
Menan, Idaho 83434

Jeff & Susan Crandall, Petitioners  
3612 S. Butte Road  
Menan, Idaho 83434

Gary & Heather Olaveson, Petitioners  
896 Twin Butte Road  
Menan, Idaho 83434

Dan & Margo South, Petitioners  
9124 Outlaw Pass  
Menan, Idaho 83434

Jason & Jennifer South, Petitioners  
9138 Outlaw Pass  
Menan, Idaho 83434

Idaho State Board of Education  
c/o Camille Wells, State Department of Education  
Via e-mail attachment

FINDINGS OF FACT AND RECOMMENDATION - 11

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

BEFORE THE IDAHO STATE BOARD OF EDUCATION

IN RE: PETITION SUBMITTED BY	)	
THE MADISON BUTTE ANNEXATION	)	
COMMITTEE PROPOSING ALTERING	)	ADDENDUM TO
SCHOOL DISTRICT BOUNDARIES OF	)	FINDINGS OF FACT AND
MADISON #321 AND JEFFERSON #251	)	RECOMMENDATION
Idaho Code Section 33-308 and	)	
IDAPA 08.02.01.050	)	
_____	)	

Title 33. EDUCATION

Chapter 3. SCHOOL DISTRICTS

Current through 2011 Idaho Laws, Chapter 37

§ 33-308. EXCISION AND ANNEXATION OF TERRITORY

(1) A board of trustees of any school district including a specially chartered school district, or one-fourth (1/4) or more of the school district electors, residing in an area of not more than fifty (50) square miles within which there is no schoolhouse or facility necessary for the operation of a school district, may petition in writing proposing the annexation of the area to another and contiguous school district.

(2) Such petition shall be in duplicate, one (1) copy of which shall be presented to the board of trustees of the district from which the area is proposed to be excised, and the other to the board of trustees of the district to which the area is proposed to be annexed. The petition shall contain:

(a) The names and addresses of the petitioners;

(b) A legal description of the area proposed to be excised from one (1) district and annexed to another contiguous district. Such legal description shall be prepared by a licensed attorney, licensed professional land surveyor or licensed professional engineer professionally trained and experienced in legal descriptions of real property;

(c) Maps showing the boundaries of the districts as they presently appear and as they would appear should the excision and annexation be approved;

(d) The names of the school districts from and to which the area is proposed to be excised and annexed;

(e) A description of reasons for which the petition is being submitted; and

(f) An estimate of the number of children residing in the area described in the petition.

(3) The board of trustees of each school district, no later than ten (10) days after its first regular meeting held subsequent to receipt of the petition, shall transmit the petition, with recommendations, to the state department of education.

(4) The state board of education shall approve the proposal provided:

(a) The excision and annexation is in the best interests of the children residing in the area described in the petition; and

(b) The excision of the territory, as proposed, would not leave a school district with a bonded debt in excess of the limit then prescribed by law.

If either condition is not met, the state board shall disapprove the proposal. The approval or disapproval shall be expressed in writing to the board of trustees of each school district named in the petition.

(5) If the state board of education shall approve the proposal, it shall be submitted to the school district electors residing in the area described in the petition, at an election held in the manner provided in chapter 14, title 34, Idaho Code. Such election shall be held on the date authorized in section 34-106, Idaho Code, which is nearest to sixty (60) days after the state board approves the proposal.

(6) At the election there shall be submitted to the electors having the qualifications of electors in a school district bond election and residing in the area proposed to be annexed:

(a) The question of whether the area described in the petition shall be excised from school district no. ( ) and annexed to contiguous school district no. ( ); and

(b) The question of assumption of the appropriate proportion of any bonded debt, and the interest thereon, of the proposed annexing school district.

(7) If a majority of the school district electors in the area described in the petition, voting in the election, shall vote in favor of the proposal to excise and annex the said area, and if in the area the electors voting on the question of the assumption of bonded debt and interest have approved such assumption by the proportion of votes cast as is required by section 3, article VIII, of the constitution of the state of Idaho, the proposal shall carry and be approved. Otherwise, it shall fail.

(8) If the proposal shall be approved by the electors in the manner prescribed, the board of canvassers shall thereupon promptly notify the state department of education and the affected school districts of such results. The superintendent of public instruction shall make an appropriate order for the boundaries of the affected school districts to be altered, and the legal descriptions of the school districts shall be altered, as prescribed in section 33-307, Idaho Code.



Idaho Administrative Code  
IDAPA 08. BOARD OF EDUCATION  
Rule 08.02.01. RULES GOVERNING ADMINISTRATION  
Current through 2008 Legislative Session

050. ALTERING SCHOOL DISTRICT BOUNDARIES.

The State Board of Education sets forth the following rules to govern the application and hearing procedures for alteration of school boundaries pursuant to Section 33-308, Idaho Code. A written application from the person or persons requesting alteration of school district boundaries, including the reasons for making the request, will be submitted to the State Board of Education. The application shall also contain that information as required by Section 33-308, Idaho Code: (7-1-99)

01. Written Statement of Support. A written statement supporting or opposing the proposed alteration will be prepared by each board of trustees no later than ten (10) days following its first regular meeting held following receipt of the written application prepared by the person or persons requesting the alteration. Such request and supporting materials shall be forwarded to the Superintendent of Public Instruction. (7-1-99)

02. Review of Request. The Superintendent of Public Instruction shall appoint a hearing officer in accordance with State Board of Education Governing Policies and Procedures to review the proposed alteration of boundaries. (7-1-99)

03. Criteria for Review of Request. The hearing officer shall review the proposed alteration of boundaries taking into account the following criteria: (7-1-99)

a. Will the alteration as proposed leave a school district with a bonded debt in excess of the limit proscribed by law; (7-1-99)

b. Is the proposed alteration in the best interests of the children residing in the area described in the petition. In determining the best interests of the children the hearing officer shall consider all relevant factors which may include: (7-1-99)

i. The safety and distance of the children from the applicable schools; (7-1-99)

ii. The views of the interested parties as these views pertain to the interests of the children residing in the petition area; (7-1-99)

iii. The adjustment of the children to their home and neighborhood environment; and (7-1-99)

iv. The suitability of the school(s) and school district which is gaining students in terms of capacity and community support. (7-1-99)

04. Market Value. The market value, for tax purposes, of the two (2) districts prior to the requested transfer and of the area proposed to be transferred will be provided. (7-1-99)

05. Decision by State Board Education. The recommendation from the hearing on the matter shall be forwarded to the State Board of Education for decision in accordance with the Board's Governing Policies and Procedures. (7-1-99)

06. Additional Information. The applicant may submit any additional information which is deemed to be appropriate in assisting the State Board of Education to make the decision. (4-1-97)

STATE DEPARTMENT OF EDUCATION  
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THOSE WHO PROVIDED PRIOR NOTICE TO THE HEARING OFFICER OF THEIR  
DESIRE TO PRESENT ORAL STATEMENTS

* Susan Crandall	for
* Jeff Crandall	for
* Jennifer South	for
* Dan South	for
* Gary Olaveson	for
* Heather Olaveson	for
* Laurie Cannon	for
* Richard Cannon	for <del>9200</del> 9200 Outlaw Pass
* Reed Hill	against
* Dr. Jeffrey Thomas (Madison)	for
* Karie Nelson (might be late)	against
* Jason South	for
* Lance Briggs	against
* Sherry Woods	against
* Randi Deeton	for
* Elinor South	for

Written statements received:

Glade Peterson	against
Garth Gunderson	against
Mike Miller	against
Kara Smith	against
Susan Hyde	against 5

03/09/204

Dean Hancock

Katie Nelson

- \* live in Menan
- \* defend 251
- \* community support/feeling
- Greater Menan Community Bd.
- \* Buttes & Annis
- City parks, kids sports, library etc.

Cf. Idaho Falls &  
91/93

All work & shop elsewhere  
Youth counsel

VS.

Scores - Id Ed Rpt Card - even  
beating in some areas  
truck, band ???

Arg. here

"Comparable Ed."

Reed Hill & → ① Econ. ② Geog. ③ w/ll of people

Jeff 251 - suffer econ unfair levies

Jeff 4.5 Elem	8	10	9	30-50% < in
13.5	14.5	16	14	251

③ voice of people last election

Lance Briggs - concurs w/ Reed Hill  
plus last #  
vote is too soon - \$

Sherry Woods - busing + written

Susan Frew - 33 yrs. on Butte  
basically b/c of tax structure  
- go but not me pay for it

Dean Hancock -

Q - best for  
everyone

---

Susan Crandall <sup>2 older</sup>  
Kicker - Jeff Co. grads  
Others --- 3rd son --- moved son  
to Mad. for personal reasons

Intro to mad. schs.

focus good match for her family

Children in other groups & exposures  
broadens horizons etc.

~~Jeff~~  
Jennifer South #3 on failure

1. debt @

2. voting hours

3. C's exposure no neg. effects

4. Menan - part of community

# 11,167,321 \$48K law - debt  
902,992,616 intaxs bonded

Dan - busing issue - Jeff. discrim.  
11/3 sch. bd. mtg. - committee ---  
-----

G. Olaverson -

- voting word
- 55/61 90% i family lit ---
- 1 - mad. open enrollment
- 2 - attend as guest
- 3 - sch. bd. mem - or Super.
- 4 - Mad. patrons re #

Heather \* confusing voting land purchased  
in mad. co. ----- how they started  
in mad-sch's -

Richard Cannon ballot wording

Q-2 re debt of Madison (how much)  
\* not clarify relieved of Jeff

- aunts. are close

Where kid goes to sch. is trivial re:  
Community

Dr. Thomas college, career & citizenship  
financial - wash b/c already de facto

Jason voting confusion / busing ---  
N. end Butter - mad. will bus anyway & go  
around either way

mad.  
patrons

Randi Deaton job Δ - ch'd both  
- daughter least turmoil - "BIC"  
- where can catch bus  
- life altering changes/schools, teachers,  
friends  
- Parents are childrens' best stewards

---

Elisor South 30 yrs. Butte  
- Grand C's Mad. Sch's  
- been crossing lines many years  
- early ballot - #22 to get it done

---

Closed - Jeff is - ?

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STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

Dear Mr. Rippel:

March 7, 2011

As chairman of the board of trustees for Jefferson School District #251, I would like to add an additional perspective as to why we oppose the de-annexation proposal. I have lived in the district since 1979, and our eight children all matriculated and graduated from district #251 schools. They were well-educated and all advanced toward college and post-graduate degrees including three who earned doctorates. Many patrons of our district can boast similar educational success stories.

There is presently an unparalleled passion for education among our patrons. This has been manifest by the recent passing of the bond by a 73% margin—one of only a handful in the state to succeed that year—and another previous bond passing by over 90%. While many districts across the state struggle with finances we have been able to succeed without supplemental levies, even though our "bedroom community" has one of the lowest tax bases in the state. The basis for our successful local control of education is trust. We have been given the name "Trustees" but we have had to earn it.

A major factor in our successful bond election was the promise that we would not raise taxes. The proposed de-annexation would transfer some of that bond responsibility to remaining taxpayers. Our board has a combined total of over 45 years experience serving the public and establishing trust. This trust now stands to be diminished. Future proposals to further educational causes will meet with more resistance.

Geographically, our district is widespread and consists of several separate, small communities. Each has an individual communal pride and our board is sensitive and respectful of this individuality. We have structured our efforts to maintain this sense of community in a cost efficient manner while still providing academic and extra-curricular opportunities which are second to none in the state. With a de-annexation one of these communities will suffer a fragmentation, not only of physical boundaries but more importantly, a fragmentation of communal spirit. A ripple effect will be felt by the entire district.

I respectfully urge denial of the de-annexation movement.

Dr. Glade L. Peterson  
Chairman, Board of Trustees



STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

**Lindsey Romankiw**

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**From:** Kara Smith [kara@smithplanet.com]  
**Sent:** Tuesday, March 08, 2011 4:22 PM  
**To:** lindseyromankiw@hopkinsroden.com  
**Subject:** school district boundaries

To whom it may concern,

I would like to add my name to the opposition of the boundary changes for Jefferson school district #251. I believe that it was best stated by our school board in a letter that I received of why the boundary should not be changed. Dear Parents,

On Monday, March 7, School District #251 received faxed notice that there would be a hearing on Wednesday, March 9 from 6:30-8:30 p.m. at the Menan City Building regarding the possible de-annexation of the Menan Buttes area from School District #251. We have been asked to let our patrons know our position on this issue and are happy to do so.

School District #251 is NOT in favor of de-annexing this portion of the school district for the following reasons:

- 1) We believe that District #251 can offer the highest quality public education possible to the children who reside in that area. The academic performance of our students including the choir, band, orchestra, and vocational programs continues to improve at enviable rates showing remarkable opportunities for all students. Our facilities are well maintained, and with the addition of 2 new elementary schools, 1 new middle school, and the impending construction of a state of the art high school, are 2nd to none in Idaho.
- 2) The granting of this petition will have a negative impact on the culture of the school district and the communities involved. For many years the portion of the school district in question has been a part of Jefferson School District #251. The original boundaries were drawn to avoid splitting the greater community of Menan into two parts of separate school districts due to geographic and cultural considerations. This was done to promote greater community identification and unity. The granting of this petition will cause division and disunity among those who live in the community.
- 3) Granting such petition will create an unnecessary and undue tax hardship on the remaining patrons of Jefferson #251. A substantial general obligation school construction bond of \$45,000,000 was approved by the patrons of Jefferson County School District #251 on October 21, 2009. This bond was passed with over 73 % approval rate and with the assumption that taxes would not need to be increased due to the assessed valuation of District #251. If the petition is granted, over \$10,234,196 of assessed valuation will be removed from the tax rolls of Jefferson County School District #251. The burden for paying those general obligation bonds then becomes greater for the remaining patrons of District #251. That amounts to approximately \$33,000 each year, or approximately \$660,000 over 20 years. District #251 submits that this will be an unnecessary and undue hardship on the other patrons of the school district.
- 4) The granting of such petition would promote inefficiencies in bussing and ultimately cost the State of Idaho more for student transportation. Jefferson County busses are closer to the area in question (approximately 5 miles compared to approximately 15 miles) than Madison County. Regardless, Jefferson County will need to continue to run busses adjacent to and very near the rest of that area in order to serve the Jefferson County students. It is relatively easy for those busses to pick up the students in this area while they are picking up the Jefferson County students. Over time, that additional expense will cost the State and/or Madison County significantly more than it would to have these students served by busses that are closer to the area in question. At a time when schools are struggling to make ends meet this is an even more important consideration.

STATE DEPARTMENT OF EDUCATION  
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5) Granting such petition would result in decreased funding for District #251. For each student that now attends District #251 from this area there will be a reduction of approximately \$4900. At a time of decreasing state support of schools this will have a significant impact on the ability of District #251 to continue to deliver the quality education program that is expected by our patrons.

6) This issue continues to be a divisive issue for the residents of Menan. Just last November the issue should have been resolved as an election was held and the de-annexation failed. We believe that the parties have had the opportunity for the process to be followed and that no positive results will be furthered by continual petitions and elections. Let the voice of the people stand for a reasonable period of time. Let us spend our time on items that will impact students positively.

7) Since the Nov. 2010 election a working relationship and agreement between District #251 and #321 has allowed District #321 to operate busses within District #251 boundaries, thus providing the opportunity for students to choose to attend either district. This seems to be a solution that provides some advantages to both districts.

The hearing is scheduled for 6:30-8:30 on March 9, 2011 at the City Hall Building in Menan. If you wish to provide an oral statement at that hearing you need to notify Lindsey Romankiw either by telephone (208-523-4445) or fax (208-523-4474) before 5:00 on Tuesday, March 8, 2011.

You may also email written statements to Ms. Romankiw at [lindseyromankiw@hopkinsroden.com](mailto:lindseyromankiw@hopkinsroden.com).

You may deliver written comments to the hearing officer at the time of the hearing.

We hope this information is useful to you and encourage you to be involved should you wish to do so.

Sincerely,

Dr. Ron Tolman  
Superintendent

I also feel like it went to a vote of the citizens previously and it was turned down, so the people have spoken.

--

~Kara

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

**Lindsey Romankiw**

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**From:** mike miller [m\_miller220@hotmail.com]  
**Sent:** Tuesday, March 08, 2011 3:47 PM  
**To:** lindseyromankiw@hopkinsroden.com  
**Subject:** Menan Butte area

Lindsey, here is the letter you said I would email you. This is a letter that the Rigby school district put out and these are reasons I also agree with. I will add a couple more at the bottom.

School District #251 is NOT in favor of de-annexing this portion of the school district for the following reasons:

1) We believe that District #251 can offer the highest quality public education possible to the children who reside in that area. The academic performance of our students including the choir, band, orchestra, and vocational programs continues to improve at enviable rates showing remarkable opportunities for all students. Our facilities are well maintained, and with the addition of 2 new elementary schools, 1 new middle school, and the impending construction of a state of the art high school, are 2nd to none in Idaho.

2) The granting of this petition will have a negative impact on the culture of the school district and the communities involved. For many years the portion of the school district in question has been a part of Jefferson School District #251. The original boundaries were drawn to avoid splitting the greater community of Menan into two parts of separate school districts due to geographic and cultural considerations. This was done to promote greater community identification and unity. The granting of this petition will cause division and disunity among those who live in the community.

3) Granting such petition will create an unnecessary and undue tax hardship on the remaining patrons of Jefferson #251. A substantial general obligation school construction bond of \$45,000,000 was approved by the patrons of Jefferson County School District #251 on October 21, 2009. This bond was passed with over 73 % approval rate and with the assumption that taxes would not need to be increased due to the assessed valuation of District #251. If the petition is granted, over \$10,234,196 of assessed valuation will be removed from the tax rolls of Jefferson County School District #251. The burden for paying those general obligation bonds then becomes greater for the remaining patrons of District #251. That amounts to approximately \$33,000 each year, or approximately \$660,000 over 20 years. District #251 submits that this will be an unnecessary and undue hardship on the other patrons of the school district.

4) The granting of such petition would promote inefficiencies in bussing and ultimately cost the State of Idaho more for student transportation. Jefferson County busses are closer to the area in question (approximately 5 miles compared to approximately 15 miles) than Madison County. Regardless, Jefferson County will need to continue to run busses adjacent to and very near the rest of that area in order to serve the Jefferson County students. It is relatively easy for those busses to pick up the students in this area while they are picking up the Jefferson County students. Over time, that additional expense will cost the State and/or Madison County significantly more than it would to have these students served by busses that are closer to the area in question. At a time when schools are struggling to make ends meet this is an even more important consideration.

5) Granting such petition would result in decreased funding for District #251. For each student that now attends District #251 from this area there will be a reduction of approximately \$4900. At a time of decreasing state support of schools this will have a significant impact on the ability of District #251 to continue to deliver the quality education program that is expected by our patrons.

6) This issue continues to be a divisive issue for the residents of Menan. Just last November the issue should have been resolved as an election was held and the de-annexation failed. We believe that the parties have had the opportunity for the process to be followed and that no positive results will be furthered by continual petitions and elections. Let the voice of the people stand for a reasonable period of time. Let us spend our time on items that will impact students positively.

7) Since the Nov. 2010 election a working relationship and agreement between District #251 and #321 has allowed District #321 to operate busses within District #251 boundaries, thus providing the opportunity for students to choose to attend either district. This seems to be a solution that provides some advantages to both districts.

STATE DEPARTMENT OF EDUCATION  
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8- The people wishing to deannex from the Rigby School District moved into that area knowing beforehand that they were in the Rigby School District boundaries.

9- The people wishing to deannex don't want to take their kids out of Madison schools and have them go to Rigby and leave all of their friends behind at Madison. But what they are trying to force is those who have been playing by the rules into another school district.

10- It has already been voted on. Do we keep having a revote everytime we don't like who gets county commissioner, President, Governor, etc?.....

Mike Miller, Rigby School District Patron

3552 E 960 N Menan, Idaho 83434

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 5937 (20110308) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

**Lindsey Romankiw**

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**From:** Gunderson, Garth [GUNDERSONG@byui.edu]  
**Sent:** Tuesday, March 08, 2011 9:48 AM  
**To:** lindseyromankiw@hopkinsroden.com  
**Subject:** School Boundary Issues

Ms. Romankiw,

I will be out of State during the time of the public hearing on the annexation of the Menan Butte area into District #321. I would like to add a few comments.

I am deeply opposed to the annexation of this area into a different school district. It was voted on a year ago and defeated. During that time there were deep seeded feeling that developed between friends and neighbors over the issue of "my school is better than your school!" I hear comments that one district's school are "superior." That comment is absolutely ridiculous. There are no facts to substantiate it, just a comment made to justify an opinion. This issue is dividing one of the most friendly communities in Eastern Idaho. That is a travesty.

My great grandfather homesteaded this area of Menan many years ago and our family has lived there since. I started Kindergarten and graduated from High School in District 251. For nearly 14 years I served on the District 251 School Board, 8 years as chairman. I have worked in Rexburg for the last 13 years. I am very familiar with both Districts. As people have moved into our neighborhood, they frequently ask my opinion of which school is best for them to send their children. My standard answer is that they have two good choices. That is my firm belief. To justify this annexation by saying one district is better is simply not true. It may be better for them, but the other District may be better for others. I feel that they should have the freedom to choose, without imposing their will on others.

Everyone knew what the District boundaries were when they moved into the neighborhood. Asking for the area to be annexed into District #321 is not fair to the patrons of District #251 who have budgeted and bonded for many years based on the current boundary that was established many years ago.

Please do not put our neighborhood through the pain of another divisive election. We have not even healed from the last one we suffered through. Give citizens freedom of choice, but not by penalizing our current School District fiscally in these times of tight budgets.

Sincerely,

Garth Gunderson  
3580 E 960 N  
Menan ID 83434  
208-754-4129

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 5936 (20110308)  
\_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

Dear Mr. Rippel:

March 7, 2011

As chairman of the board of trustees for Jefferson School District #251, I would like to add an additional perspective as to why we oppose the de-annexation proposal. I have lived in the district since 1979, and our eight children all matriculated and graduated from district #251 schools. They were well-educated and all advanced toward college and post-graduate degrees including three who earned doctorates. Many patrons of our district can boast similar educational success stories.

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A major factor in our successful bond election was the promise that we would not raise taxes. The proposed de-annexation would transfer some of that bond responsibility to remaining taxpayers. Our board has a combined total of over 45 years experience serving the public and establishing trust. This trust now stands to be diminished. Future proposals to further educational causes will meet with more resistance.

Geographically, our district is widespread and consists of several separate, small communities. Each has an individual communal pride and our board is sensitive and respectful of this individuality. We have structured our efforts to maintain this sense of community in a cost efficient manner while still providing academic and extra-curricular opportunities which are second to none in the state. With a de-annexation one of these communities will suffer a fragmentation, not only of physical boundaries but more importantly, a fragmentation of communal spirit. A ripple effect will be felt by the entire district.

I respectfully urge denial of the de-annexation movement.

Dr. Glade L. Peterson  
Chairman, Board of Trustees

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

**Lindsey Romankiw**

---

**From:** google account [hydesathome@gmail.com]  
**Sent:** Wednesday, March 09, 2011 2:59 PM  
**To:** lindseyromankiw@hopkinsroden.com  
**Subject:** Menan Buttes

Dear Ms. Romankiw,

As a resident of Menan and a patron of Jefferson School District 251 I feel things should stay as they are. We have worked out an agreement that I think serves both districts well. We have boundaries for a reason, it keeps order. If people want to attend school in District 321, maybe they should move there. I feel keeping things the same, would serve the majority better then trying to move boundaries for a few.

Sincerely,  
Susan Hyde 754-4339

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 5940 (20110309)  
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The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>



#### School Annexation

I am in favor of annexation of the proposed area into the Madison School District. There are many reasons for this. One could argue that we had a chance, the vote was put to the people to decide and we lost. I do believe that there are reasons why we lost that were out of our control that warrant revoting on the issue. The main concern I have is with the wording on the ballot, particularly with the second question which dealt with the issue of being willing to assume the Madison County debt (read exact wording from ballot). Who here would like to assume anyone's debt? Without knowing what was involved in assuming Madison's debt, any person in their right mind would say no to this question. Even myself in favor of this annexation was taken back by this question and I nearly voted no because of the way it was worded. Without specifying that one would be relieved of paying Jefferson's bond and Jefferson's debt, one could easily assume that if the annexation passed those in the affected area would be paying both school bonds and debts. I hope this isn't true, and if it is I would probably vote against it as well. Many mistakenly may also think the Madison debt and bond is far greater than that of Jefferson's. According to my understanding, the last few years Madison has actually been lower than Jefferson, but currently Madison's is slightly higher. I know that this changes at least yearly and that Jefferson's bond is more likely to increase with their plans to build a new high school. Certainly there may be a voter education issue here (including me), but this question certainly doesn't help clear anything up at all. An uneducated and even an educated voter could have trouble answering that question. Was this question legal as written? Probably. But was it misleading? Absolutely!! And I believe this alone is reason enough to more clearly ask this question and revote on the issue.

#### Division of neighborhood not an issue

If something as simple as where our kids go to school can divide a community, we have a lot more issues than that. If we can't overcome something so trivial, we really do have problems. I will continue to love those on the other side of this issue and I really think they will still like me too (or at least I hope they will).

Lastly, I would like to reiterate the fact that nearly 90% of the children in the affected area are already attending Madison schools. They are there because we as parents feel like that is the best place for them and we are comfortable and very pleased with the experiences we are currently having there. Would they do fine and receive a good education at Jefferson? Probably. However, more and more throughout this process we are losing faith and confidence in the school board and superintendent of Jefferson schools and how they have handled various issues so far. Not only are the Jefferson schools not our first choice for our children to attend, at this time they may not even be our second choice either.

I ask you to please allow a revote on this annexation. Let the voice of the people be heard, hopefully a more informed and less confused people this time around.



STATE DEPARTMENT OF EDUCATION  
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Thank you for taking the time to come hear our case again and possibly recommending the privilege of a re-vote.

My names Lorie Cannon and we have 4 children who have been attending district 321 for the past 4 years.

Our first vote was so close and although the wording was declared legal, I feel the ballot was confusing to us as well as other patrons in our area since it didn't explain that we would actually be relieved of the Jefferson bond, only that we would assume the Madison bond. Some thought they would assume both.

There simply is no question in any of our minds here that the annexation **Is** in the best interest of the 50 kids or so who are already attending Madison schools from this area. It would clearly be tough on any school district to make room for that many kids on short notice, but Madison already has the room and our kids are already thriving and doing so well there. It has been established that this presents no undue tax burden on 251, however, I also realize everyone is scraping up what little money is out there and our kids tend to represent little dollar signs.

We need to set money aside and realize that these are children, the most important people in our lives who right now are secure in their classrooms with good friends and teachers who know and work with them, every day, who know their strengths, and are helping with their weaknesses. We (as parents) have already established great relationships with staff and faculty in all of the schools in 321 and we are working with them to provide the best education we can for our children. They are involved in many events like band, choir, orchestra, and many athletics. To disrupt the lives of that many children and their parents is a lot to ask.

One of the reasons some patrons in our area might not have voted on this last summer was that they believed things would carry on as usual, with or without this annexation.

However, since our last hearing, District 251 decided to discontinue allowing our bus to cross into their county lines to pick up and drop off our children. They later rescinded that and allowed the bus to come to our homes **ONLY** guaranteed for the remainder of this school year and will let that continue **ONLY** if we **stop** pushing for an annexation.

That variable would place tremendous hardships families of our area by driving miles to a bus stop several times a day or force us to change schools and disrupt their secure world. Thank you so much for your time and please recommend allowing us a re-vote. ☺

STATE DEPARTMENT OF EDUCATION  
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I am in favor of the annexation of the Butte area from Jefferson School District to Madison School District. I also feel it is necessary to have a re vote on the annexation. When I voted, I was confused by the ballot. With the way the questions were worded, it sounded like if the annexation passed, I would be responsible for paying taxes to both school districts. I feel this was confusing enough to validate a re vote with clarification on this point.

I am in favor of the annexation because we have chosen to send our kids to Madison School District. I don't think Madison is better than Rigby or vice versa, I just feel it is the right place for our children. 9 years ago, when our oldest was ready to start kindergarten, we didn't live on the Buttes but had purchased land there. Knowing our land was in Madison County and that we would be living in that area, we chose to send our son to Madison School District so he would not have to change schools when that time came. I was under the impression, as I know many others were, that the Buttes were part of Madison School District. I understand that is simply a misunderstanding with no one at blame but it is still one of the reasons we chose as we did. Our son is now in 8<sup>th</sup> grade and we have 4 other children attending school in Madison. I would like my children to be able to continue going to school where we and they have chosen. With the changes in Education and the possible legislation, I feel it is imperative that this annexation pass.

Heather Olaveson

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

3/9/11

I Gary L. Olaveson favor the annexation of the Rigby butte area into the Madison school district.

The reason I feel we need a re-vote is the following.

The wording on the voting was confusing and double negative in nature.

There were many that favored the annexation but voted against it due to the wording. I admit after reading the financial bond statement section and then voting, I was not sure if I had voted for the annex or not. I had to confirm with others to have confidence that I voted correctly. This complex wording was misleading and unnecessary.

There continues to be approximately 55 children out of 61 children attending Madison school district. In other words 90% of the proposed annexation area families have chosen to send their children to the Madison school district. This % has been at this level for years.

For whatever reason, these families (my family) chose this district as best for their children, this is not to imply one school is better than the other.

I support the annexation to guarantee these children and (my 5 children) go to that district without interruption.

Every minute, hour, day, week, month, quarter and year that clicks by, without this area being annex into Madison, our children are at unnecessary risk.

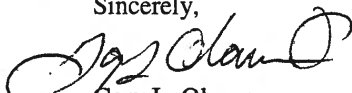
The unreasonable gambles are,

1. That the Madison school district will stay an open enrolment district.
2. That the Madison school board will continue to vote that our children can continue to attend the schools as guests.
3. A new school board member, or supernatant will not have the same view as before.
4. That the Madison school district patrons will continue to allow our children to attend their school while we pay our school bond and tax moneys to Jefferson county.

We all know that any of these things can and do change and happen without a moments notice.

I favor the annexation to protect the decision of the 90%, the majority, who for years now wish to stop the stressful uncertainty of school district denial, and once and for all guarantee their children, in their minds, (my mind), have the best education possible.

Sincerely,



Gary L. Olaveson

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

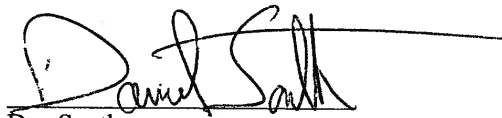
After the annexation failed last year, many of the adversely affected residents met to discuss why the vote failed. We determined we could be successful if tried again. We submitted a signed petition to the State Board of Education to restart the annexation process.

In mid-October following the submittal of the new petition, the affected Madison County families received a letter from Madison School District (Madison) explaining the district could not continue to supply Madison buses to those families residing within the Jefferson School District (Jefferson) because of the demand made by Jefferson. As a result as concerned parents we met with Jefferson on November 3, 2010, to request Madison be allowed to continue supplying buses until the end of the school year. In the meeting we were allowed to read a letter explaining our concerns; however, the Jefferson was not willing to discuss why it would not allow Madison buses within the Jefferson boundaries. We were very upset at the way Jefferson handled the hearing.

On November 5, 2011, Gary Olaveson met with Ron Tolman, the Jefferson superintendent, requesting he supply us with the written agreement Jefferson had with the other school districts who are allowed to bring buses into the Jefferson district. He indicated the district did not have any written agreements with other school districts. It is obvious that Jefferson is discriminating against Madison county residents residing in the Jefferson district while allowing other school districts to continue bussing Jefferson district students into their adjoining school districts. When this was brought to Jefferson's attention, they immediately reversed themselves and agreed to allow Madison buses to re-enter the Jefferson district in order to bus Madison county school children to Madison schools. This reversal was accompanied by a request that we withdraw our petition for annexation into the Madison School District. We have not agreed to do so.

If Jefferson had not reversed its decision, we would have been required to drop our children off at unsafe and inappropriate bus stops along a congested highway. Because of Jefferson's actions to date, it is obvious to us they have never had the best interests of our school children at heart. Jefferson's concerns seem to be solely about preserving pride, territory, and dollars.

Dated March 9, 2011



Dan South

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

Do to a job change, I am one of your newest members of this beautiful community that has recently moved here. Knowing we would be uprooting our daughter, and making a life altering transition for her, we did our homework to learn both about the Rigby and Madison schools so we could choose the school that would make the transition easiest on her.

My husband and I did our homework to check out both schools. Both schools had much to offer. However as her parents and stewards, we decided it would be best for her to go to Madison.

Before actually moving here we went to the district office and were shown the map of the area where the annexation was. We signed her up to go to the Madison school. We were thankful to learn she was in the area where she could catch the bus.

I can not tell you the tears we encountered for her life changing difficult transition where she had to make schedule adjustments, meet new people, teachers and friends. Such adjustments can be devastating for any child.

I stand before you today that had I known that this issue had the potential to arise, we never would have placed our daughter into a school just to have her pulled out a short time later. I would like to ask....How could anyone try to take any kind of stability she; or any other child has worked so hard to gain?

As a newcomer to this community, it seems to me that parents and children are emotionally upset and.....rightly so. What parent in their right mind would allow their children to go from one school to have it taken away a short time later? Uprooting children and making life altering changes with new teachers, friends, education, etc. is not in the best interest for any child. I believe this issue to be about some greed and some dollar signs. If we are going to be winners in this changing new economy, we must find the will to balance budgets, and invest in our children to make our country stronger and the future our children deserve.

A good parent is the best steward for their own children over any leader or institution. You see many parents in this room (and some who would have liked to have come but could not make it today) because they care and are concerned about their childrens future. They are concerned about their rights being taken from them and with how things may have been handled in the past. No leader or association has the right to overstep and take parental rights away.

As a newcomer, I am grateful for this new vote in allowing parents to feel that they do have a say and their rights will be listened to. Thank you to those who are responsible for this. I would hope we would be a little more honorable with the voting then what was previously done in the past. I would like to make three suggestions.

1. All parents who are eligible to vote, need an appropriate amount of time in advance so they can exercise their right to vote and not have their right to vote taken away. Too many parents were unaware about the voting until it was too late.
2. Have the description on the ballot worded so it is easily understood and not so complicated as to make it confusing so some parents do not know how to vote.
3. Get the facts straight so that they are true and correct. The facts about the taxes and finances were incorrect and were made to sway or persuade some parents into voting in a way they may not have normally wanted to vote.

When I read the letter (by the superintendent) to the parents, I could not help but strongly disagree with most of the 7 points made, and that is why I chose to come to this meeting tonight. I am in favor of the annexation and vote because it clearly outweighs points for not having another vote.

Thank you for listening.

Randi Beeton  
3616 South Butte Rd. 221-7307

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

Reed Hill  
9200 Outlaw Pass  
Menan, ID 83434  
208-589-7713

March 09, 2011

**BOUNDARY CHANGE HEARING**

Being one of the more recent move-ins to the Menan Butte area, I've observed this issue to be emotionally charged. Unfortunately, when this happens, a persons ability to be objective and sensible becomes clouded.

A fair assessment and objective recommendation in this situation can only be made in three categories, and must stand on those merits. These three categories being principally economic, geographic, and what is the will of the people?

1. Economic. Jefferson School District 251 and its patron's would suffer economically with a boundary change. Since the tax assessments and mill rates have been used for decades on the property in question, if boundaries were changed, unfair levies would need to be placed on patrons still residing in District 251 boundaries.

2. Geographic. Geographically a boundary change doesn't make sense. Jefferson Schools are all closer.

Jefferson Schools

Elementary	4.5 miles
Middle	8 miles
Junior High	10 miles
High	9 miles

Madison Schools

Elementary	13.5 miles
Middle	14.5 miles
Junior High	16 miles
High	14 miles

Travel and bussing is reduced by 30-50% by staying in District 251.

3. Will of the People. The will of the people was heard last summer and the voice of the people rejected changing the boundaries. Why are we once again spending our tax dollars to re-assess and evaluate an issue that was recently defeated?

I would hope that based on facts that your recommendation will be to leave the boundaries as they are and not expend any more time or tax payer money to facilitate any changes.

Thanks,



Reed Hill

Thank you for hearing and considering our opinion.

I am Lance Briggs and my wife is Susan Briggs. We are residents of the Menan Butte area in Jefferson School District #251. We both received quality public education from Jefferson schools and moved to the Menan Butte area fully aware that our children would attend Rigby Schools. We have been very pleased with the education and opportunities our children received from Rigby. We are also proud to be associated with the fine community of Menan. We feel that by changing the school district boundaries suggests a desire to no longer be included with these great neighbors. This is not our desire. We want to continue participating with Menan and its' people and want to be considered welcome.

It just makes sense to leave the district boundaries as they are to avoid any tax increase. The Jefferson Star dated August 25, 2010, quotes Janet Goodlife, public relations officer for Madison School District, saying: "It would be a very minimal increase for Jefferson and minimal increase for Madison". When families are struggling in this economy, why would a "minimal increase" for both school districts even be a consideration?

Those trying to push this annexation are graduates of Rigby High School. These are Doctors, Engineers and other professionals that received their education in school district 251. They moved into this area fully aware that they were moving into school district 251. (There are a couple of exceptions.) Now they want to change the district boundaries, turning their backs on the very district that gave them their start.

A meeting similar to this one was held last year at this time. Reasons for the original petition apparently stemmed from transportation concerns. We have good kids in our area and good parents. Parents have the choice to send their children to the school that they feel best fits their need. However, with that choice comes the possibility that the parents will be responsible for the transportation necessary to attend a school outside their district. Jefferson School District #251 can serve the Menan Butte area more efficiently. Elementary students are approximately five miles from Midway Elementary compared to nearly 15 miles from Burton Elementary. Involvement of parents would be more costly for families, and bussing transportation would be more expensive for the state.

If both Jefferson and Madison School Districts can reach an agreement on the transportation issue, then what's the problem? Dr. Ron Tolman, Superintendent for Rigby, said, "We believe that the parties have had the opportunity for the process to be followed and that no positive results will be furthered by continual petitions and elections. Let the voice of the people stand for a reasonable period of time. Let us spend our time on items that will impact students positively". Continued meetings like this are frustrating. Putting it to a vote has caused people to choose sides, creating tension for everyone and dividing the people. Just

**OPPOSED**  
**TO CHANGING THE SCHOOL DISTRICT BOUNDRIES FOR THE**  
**EFFECTED RESIDENTS OF MENAN BUTTE AREA.**

I, Rick Woods am opposed to the changing of Jefferson School district boundary into the Madison School district for several reasons,

1. WE the Menan Butte residents have voted once and have voted this issue DOWN, why is this issue still raising its ugly head.
2. We moved to the Butte area 33 years ago and built our home knowing we were in the Jefferson school district and wanted our children to attend Jefferson School district. I would like these boundaries to remain the same. These boundaries have been established for many, many years.
3. Not being informed of the proceedings and individuals trying to make this happen without total area residents knowledge and involvement.
4. Driving distances like Menan compared to Burton Elementary (Which is just outside Rexburg City limits) for elementary grades.
5. Taxes. I would not be in agreement with my taxes being raised because of someone's disagreement with district officials, or some individual's opinion on which school district has the best academic or sports programs.

Thank you  
Rick Woods



1050 E. Butte Rd  
Menan Idaho 83434

If I personally did not like the area at which I am residing, I would take it upon myself, and take up residence elsewhere.



OPPOSED TO CHANGING SCHOOL BOUNDRIES TO **MENAN BUTTE RESIDENTS!!**

We have already voted on this once and **voted it down**..Why are we doing it again?  
What a waste of tax dollars.

I have been a resident of the Menan Buttes for 50 plus years.  
My mother went to Jefferson County School (resident of Menan Buttes 60 plus years)  
I went to Jefferson County Schools. My children went to Jefferson County Schools.  
I would like my grandchildren to attend Jefferson County Schools.

When Rick and I built our home on the Menan Buttes we **knew** our children would attend Jefferson County Schools. We love the area, we love the Menan community. Our family participate in Menan functions such as little league, community events, church,etc with our friends we went to school with. That's why we love it here.

Jefferson County has good schools. I know a lot of well educated, highly respected individuals who graduated from Jefferson County (Rigby High School). Doctors, Lawyers, Engineers, Dentists, Business people. "Some are still residents of the Menan Buttes" Why is it so important to go to Madison??


With all the budget cuts and short falls to our education system. It does not make sense to me to bus Menan Butte students all the way to Rexburg to attend school. Especially Kindergarten – 5<sup>th</sup> grade. Again a waste of tax \$\$.

If a student gets sick and needs to go home early, this also is an added expense for parent who have to drive to Rexburg instead of Menan,

I am opposed to paying higher taxes for the new Madison Schools. I **do not** wish to assume that debt.

When I retire and have more time, it is my intent to do volunteer work at the school. I would like to help students with reading, or maybe assist in the library. Driving to Rexburg instead of Menan would limit the amount of volunteer work I would be able to do.

**Biggest Opposition.** School busses being involved in accidents, just this morning on the news a school bus was involved in an accident with fatalities. Why would we expose our youth to the hazard of a longer commute.

  
Sherry Woods  
1050 E. Butte Rd  
Menan, Id



***Jefferson Joint School District #251***  
**Every Student Can Learn and Succeed**

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201 Idaho Avenue  
Rigby, Idaho 83442  
208-745-6693

Paul B. Rippel, ISBN 2762, Hearing Office  
HOPKINS RODEN CROCKETT  
HANSEN & HOOPES, PLLC  
428 Park Avenue  
P.O. Box 51219  
Idaho Falls, Idaho 83405-1219

IN RE: PETITION SUBMITTED BY  
JENNIFER SOUTH PROPOSING ALTERING  
SCHOOL DISTRICT BOUNDARIES OF  
MADISON #321 AND JEFFERSON #251—IDAHO  
CODE SECTION 33-308 AND IDAPA08.02.01.050

Dear Mr. Rippel,

As the Superintendent of Jefferson School District #251 and at the request of the Board of Trustees for Jefferson School District #251 I submit the following testimony against the change sought by the above petition for the following reasons.

- 1) Granting such petition will create an unnecessary and undue tax hardship on the remaining patrons of Jefferson #251. A substantial general obligation school construction bond of \$45,000,000 was approved by the patrons of Jefferson County School District #251 on October 21, 2009. This bond was passed with over 73 % approval rate and with the assumption that taxes would not need to be increased due to the assessed valuation of District #251. If the petition is granted, over \$10,234,196 of assessed valuation will be removed from the tax rolls of Jefferson County School District #251. The burden for paying those general obligation bonds then becomes greater for the remaining patrons of District #251. That amounts to approximately \$33,000 each year, or approximately \$660,000 over 20 years. District #251 submits that this will be an unnecessary and undue hardship on the other patrons of the school district.
- 2) The granting of such petition would promote inefficiencies in bussing and ultimately cost the State of Idaho more for student transportation. Jefferson County busses are closer to the area in question (approximately 5 miles compared to approximately 15 miles) than Madison County. Regardless, Jefferson County will need to continue to run busses adjacent to and very near the rest of that area in order to serve the Jefferson County students. It is relatively easy for those busses to pick up the students in this area while they are picking up the Jefferson County students. Over time, that additional expense will cost the State and/or Madison County significantly more than it would to have these

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students served by busses that are closer to the area in question. At a time when schools are struggling to make ends meet this is an even more important consideration.

- 3) The granting of this petition will have a negative impact on the culture of the school district and the communities involved. For many years the portion of the school district in question has been a part of Jefferson School District #251. The original boundaries were drawn to avoid splitting the greater community of Menan into two parts of separate school districts due to geographic and cultural considerations. This was done to promote greater community identification and unity. The granting of this petition will cause division and disunity among those who live in the community.
- 4) Granting such petition would result in decreased funding for District #251. For each student that now attends District #251 from this area there will be a reduction of approximately \$4900. At a time of decreasing state support of schools this will have a significant impact on the ability of District #251 to continue to deliver the quality education program that is expected by our patrons.
- 5) School District #251 offers a quality education program to the students in the District. Student achievement is comparable to that of District #321. Student performance in District #251 shows a remarkable upward trend in the last five (5) years. The curriculum offered at School District #251 is second to none in Idaho. Extra Curricular offerings and achievement offer some of the best programs in the State of Idaho with numerous award winning achievements in recent years.

For the above five (5) primary reasons, Jefferson School District #251 officially and respectfully registers opposition to the granting of such petition.

While it is true that some parents have taken their children to Madison District, Jefferson School District #251 views those children in this area as their responsibility and is committed to continue to provide a quality education for those students. We are convinced that in the long run it will be in the best interest of all concerned to keep the district boundaries as they are presently constituted.

Respectfully,

Dr. Ron Tolman  
Superintendent

March 7-2011

STATE BOARD MEMBERS OF EDUCATION & EDUC. COMMITTEE

To whom this concerns.

I There under signed believe the change of the Jefferson school district is wrong, because!

- 5- Fire DISTRICT is MENAM CENTRAL

6. mileage To AND From school would double for most children if changed to Madison school district.

We Now Have Jefferson and Madison School Busses Running  
at a double expense at this time the <sup>of enemy</sup> ~~also~~ is bad.  
What an expense.

Green Lake Wash. 1053 E Butte Rd MINNAPOLIS ID 83434  
 Foster 10/20/02 " " " " " "

Free Leads

Prince George

~~2231~~ Railisnake Rd. Merca, Id 82434

Very Truly

Let Robinson 3.332 Rattlesnake Rd, Menard, ID

John M. Robinson

83434

SUSAN CRANDALL  
3612 SOUTH BUTTE RD  
MENAN, IDAHO 83434

RE: SUPPORT OF OPPORTUNITY TO  
VOTE A SECOND TIME FOR  
ANNEXATION TO THE MADISON SCHOOL DISTRICT

I MAY BE PARTLY RESPONSIBLE FOR THE NEED  
TO DO THIS AGAIN. BECAUSE IT WAS MY  
UNDERSTANDING LAST TIME THAT ONLY THOSE  
PETITIONERS WHO HAD CHILDREN WHO WOULD  
BE AFFECTED WOULD BE ALLOWED  
TO VOTE.

I HAD NEIGHBORS<sup>WHO</sup> WERE OUT OF THE  
COUNTRY AT THE TIME AND MY MISUNDERSTANDING  
AS TO WHETHER OR NOT THEIR VOTES WOULD  
MATTER KEPT ME FROM MAKING ANY  
ATTEMPT TO CONTACT THEM.

AFTER THE SHOCK OF LEARNING THAT  
WE HAD ~~NOT~~ NEEDED 3 (THREE) MORE  
VOTES TO PASS FOR THE ANNEXATION AND  
LEARNING THAT ANYONE LIVING WITHIN THE  
BOUNDARY INVOLVED NEEDED TO VOTE, - I

DID CONTACT THOSE WHO ~~KNEW~~ DIDN'T  
KNOW ABOUT THE OPTION AND THEY  
SIGNED THE MOST RECENT PETITION.

Yours truly,  
Chris Randall

To Whom it May Concern,

I, Gladys Buckland, am very much opposed to changing the school district boundaries. I have lived within the school district boundaries for over 60 years, graduating from Rigby High in 1952. My four children went & thru 12<sup>th</sup> in the district graduating from Rigby High. My grand children all went & thru 12<sup>th</sup> graduating from Rigby High, except one who is presently attending Rigby High. My Great grand children plan to unless you change the boundaries.

During all this time you could not go to Madison unless you paid tuition. Even when the bridge was replaced our children had to go all the way around on a school bus driven by a high school student.

Then came the pressure, as a result they were allowed to go to either district, which ever they wanted. Never mind the cost of the many buses, drivers, wages, gas & diesel, ect. Money was of no concern because it was paid by the taxpayers. When informed that would have to stop it was put up to a vote to change the boundaries. The proposed boundary change was defeated.

Menan is where all the community and church activities are for the children. This is where they should go to school with the other children in Menan not in Repburg.

Gladys Buckland

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

De-annexation Hearing  
Menan City Building  
March 9, 2011

I oppose the de-annexation of the Butte from SD #251 because of the current positive dynamic of the community, financial impact and, comparable educational opportunity.

Current Dynamic of the Greater Menan Community

Parents and children that live on or near the Buttes are a valuable part of the Greater Menan Community. Butte residents are well represented in:

Use of the town Hall and city park for family reunions and parties  
Dance classes at town hall  
Pitching Machine and Little League softball— 5-10% of participants  
Community Vision Rally in 2009-  
Story Hour at Menan Annis Library- used resource for young moms  
Summer reading program  
Volunteers in our schools including the Midway Elementary PTO vice President, pianist for children's choir.  
Church  
Bountiful Baskets, food co-ops and fall fruit sales- regular volunteers and customers  
Greater Menan Community Inc.- board member from Butte  
Community newsletter is sent to all 83434 Zip code  
Community clean-up- volunteers at old saw mill clean-up and school tree planting in 2010, future proposed projects centered around Buttes road side clean-up do to added use from HWY20 restricted access, and open house preparations for improved North Butte trail  
Business patrons- Menan Co-op unofficially reports major farmers of Buttes among customers (everyone goes outside for many services)  
4<sup>th</sup> of July- drew multiple residents from Buttes, and talent for park entertainment  
Community Christmas Dinner drew on talent and help from Butte residents.  
Youth Council- participants and officers

Financial Impact

The availability of busing to and from the Buttes from Madison School District seems to be at the base of the discussion. At a time when budgets are closely pared down, busing becomes a negotiable area. Even in SD #251 I drive my kindergartener home from school. The added expense of increased mileage for Madison would be considered a nicety and going above and beyond what is the best available option. It would be comparable to added effort if you had chosen a charter school or a magnet school outside of the generic option. Choosing that requires added effort and in this case it comes in transportation and enrollment requests.

District #251 pulls from a lower tax base and would be impacted in a greater way by the



STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

de-annexation.

Comparable Educational Opportunity

District #251 offers a solid education with identical scores to Madison on the Idaho State Department of Education report card (92.1 in reading, 88.2 in math, 84.2 in language). I have followed programs of interest for my children and have found Jefferson excelling over Madison in band, track, Lego League performance, and offering unique class experiences in Idaho Exploratory, Environmental Field Studies, and greater quantity of dual enrollment classes. District #251 does all this, despite a lower tax. There is no negligible difference in the quality of education. Therefore, parent and student participation, investment, and communication would be qualities that could make either district the ideal place to be.

There are and always will be isolated situations where there are disputes in education. I have seen Principal Eric Jensen of the elementary school work to resolve those cases. Teachers and administration have bent over backwards to meet the needs of my children. The superintendent and school board have made great efforts to increase communication and take great care to educate patrons and gather from them in surveys, on committees and via e-mail. Eric Jensen, principal of the elementary school has a great relationship with the students, administers well, values the PTO and makes opportunities to have a broad educational experience through added after school programs, which he puts his own time and talents into. All students have an opportunity to succeed. All parents have an opportunity to be involved.

Closing

With the annexation intact: I see financial resources being available to a school district with a lower tax base. I see a better use of school transportation dollars. I see District #251 providing a comparable education to the Madison schools with outstanding programs, with responsive administrators and growing achievement. The Menan community would only benefit from added interaction in school settings with Butte residents.

Karie Nelson  
644 N. 3565 E.  
Menan, ID 83434  
208-754-4987

Attached: Community Vision Statement, Community Newsletter

**In this Issue >>>**

- Menan Area Youth Council
- Volunteers Lynn and Rose Taylor
- North Menan Butte
- Senior Center

To help with, or suggestions for the  
My Menan newsletter, contact  
Rebecca Hanson 754-9307  
mymenaninfo@gmail.com.



Vol. 3  
Issue 3

A Monthly Insight into Menan and the Surrounding Area

# myMenan

March 2011

**This month >>>**

**City Council Meeting**  
March 10, 2011 at 7:00PM.

**County Commissioners Meeting**

March 14, 24, and 28th in the Commissioner's chambers at the County Courthouse.

**Menan Area Youth Council**

"M.A.Y.C. it happen here in Menan."

All youth 12-18yrs invited. We love new members. Call Mike & Nichole Eames 754-0066.

## Spaghetti Dinner

Saturday, March 12th from 6pm to 8pm. Prices are \$3.00 per person or \$15.00 per family. There will also be a raffle that night for several miscellaneous items. Tickets will be \$1.00 per ticket or \$5.00 for 6 tickets.

**Community Webinars**-Food Entrepreneurship, Youth Leadership, Advanced Leadership, Advocating for public policy change at the local, regional and state levels (see page 2).

**Kindergarten Registration for 2011-12**  
March 22nd & 23rd at Midway Elementary

**Menan Community Blitz** - May 21st, 2011  
Menan City Clean-up with power boost.

**Menan Little League** -Registration for Midway Little League (Tee-Ball or Pitching Machine) will be during the month of March, for all boys and girls ages 5-8. If you are interested, contact either Michelle Boyle 754-4728 or Annette Fullmer 754-4419

To support future publications, make out and mail checks to:  
**Greater Menan Community Inc.**  
P.O. Box 96  
Menan, ID 83434  
or call Sonja at 754-0015.

## Menan Area Youth Council

The Menan Area Youth Council (MAYC) exists to provide leadership training, activities and service opportunities for interested Menan area youth ages 12-18. Along with these objectives, *they have fun!*

MAYC President, Trey Clark, says he would like to see more kids get involved by attending more community events. He hopes the youth council will grow and get stronger even after he is too old to participate. Trey's favorite project so far has been taking names off the angel tree at Christmas and going shopping with money they've earned for the families.

Isaac Nelson, Treasurer, likes being a part of MAYC because he feels like they can make a difference in the community. Isaac enjoyed the youth retreat last year and the chance to learn different leadership skills. He would really like to see the group accomplish a big project, like building a BMX course from which the entire area can benefit and share..

Chayse Eames is the Secretary of MAYC and she says she is feeling very positive about her association with MAYC because she, "knows [what I do] will help the community. It's good for me to take my time to do something that will be good

for the others and myself." She would like to see a lot more kids come so they could have enough participants to accomplish bigger projects.

In the almost two years since the youth council was organized, various adult leadership has been provided for the youth, including City Councilman Gary Maples, Charlie Day and now Mike & Nichol Eames. Charlie's style of leadership is committed to letting the kids decide what projects they would like to take on and allow the youth to do all the planning and execution of the events. He feels like a major goal of the council is to try and provide activities in and around Menan so the young people don't have to go into Idaho Falls and Rexburg to have fun. He has been very impressed with the abilities of these young people who are involved in the youth council so far.

Mike and Nichol Eames have recently become adult lead-

ers and Nichol says she feels like, "being involved with the MAYC is a worthwhile time investment. It is good for the kids to learn leadership, and to plan, organize and follow-up on projects." Nichol also states that, "the kids do raise money for the MAYC. Every dime they earn, they spend on others."

So, what's in it for "you"th? The MAYC meets every Wednesday night at 7:30 and the meetings are usually pretty short and sweet. Plans for the Spaghetti Dinner on March 12th are moving forward, along with concession sales at sporting events and regular movie showings in the Town Hall. Youth members are always welcome and the end result speaks for itself: M.A.Y.C. it happen here in Menan! Call Charlie Day at 754-0066 or Nichol Eames at 390-8064 for more information and feel free to bring a friend!

by Suzy Lloyd

So, what's in it for "you"th?



Local People >>>

## Lynn and Rose Taylor

Respectable Citizens

Trees, Flower Gardens, Scouts, Heritage Day

Lynn and Rose Taylor are some of Menan's most respectable citizens. Rose grew up in Menan and Lynn grew up in Lewisville. They have never strayed too far from their roots. Married in Menan, their first two residences were in Rigby and Rexburg. Then Lynn was called to Vietnam with the National Guard for 1 year. They moved to their first house in Menan after he returned and they settled down in 1973 into their current house. They have 6 children and 14 grandchildren.

Lynn and Rose try to help others in any way that they can. Recently, they found a multitude of ways to serve their community. For Heritage Days, they volunteered their time to manage the parade and worked to research the early settlers in the area. Then they helped to make banners representing those families. They also work to beautify our area. When the greenbelt was put in, they helped plant and water the trees we all enjoy now. Presently, Lynn takes great care to help plow the path with his four wheeler. They helped plant trees at the school and



have watched over and cared for the railroad park flower bed since it was put in. Along with their Heritage Day and gardening activities, the Taylors have put in a lot of time in church service. They have been in scouting for the last 4 years directing the Webelos. They have both served in leadership positions in the LDS church thus affecting many in the community.

As for hobbies, Lynn and Rose enjoy spending time in the outdoors. They like to camp, fish, garden and 4 wheel.

We are grateful to have people so willing to help out. Lynn and Rose have done a lot of good for our community. They have used a variety of methods to serve and come with willing hearts. Their lives here improve our area.

by Martha Shelley



Help with the Easter Egg Hunt in Menan by calling Joellen Anderson 754-8754



more than 100?

idahocareline.org  
or free call 211

Idaho Food Bank • 233-8811  
www.idahofoodbank.org

Idaho Suicide Prevention  
Hotline • 800 564 2120

Region VII Mental Health  
24-Hour emergency  
(208) 528 5700

Poison Control  
800-222-1222

## Indicators of Mental Health Problems

Mental health disorders are more prevalent today than they've ever been. This may be a result of society being more accepting and open to mental conditions; or, more than likely, how far we've come in diagnosing and treating patients. Some of the most common conditions today are depression, anxiety, bipolar disorder, obsessive compulsive disorder, post-traumatic stress, schizophrenia, and eating disorders, or any combination of these conditions. It can be difficult for those suffering in these types of situations to recognize it in themselves. When do you know it's more than just winter blues? When is it time to seek professional help?

Watch for some key indicators. Mood changes accompany all types of mental problems, which can sometimes be easier for a friend or family member to notice. With depression, it can become difficult to make everyday decisions that were once simple. Choices of what to wear, or what to eat can be overwhelming. The same is true with anxiety. Another big indicator of depression is losing interest in social activities. Many sufferers of depression just want to be alone. Anxiety, with its relentless attacks, can lead to anger and even abuse. Other indicators can be not wanting to get out of bed, sudden weight gain or loss, and obsessive behaviors with everyday routines.

If you or someone you know suffers from these symptoms, seek professional attention. April's issue will explore treatments and ways to cope with mental health problems. Everyone can have the opportunity to be happy, regardless of what comes along.

by Elisha Sheppard

## Free Webinars

Webinar series helping rural communities move from poverty to prosperity

March 29, 2011  
Food Entrepreneurship

April 26, 2011  
Youth Leadership

May 31, 2011  
Advanced Leadership

June 28, 2011  
Advocating for public policy change at the local, regional & state levels

Each webinar is 90 minutes in length and will start at 6:30 p.m. Mountain time.

To access the webinar:

On your personal computer at least 10 minutes before the start of the webinar, please go to: <http://www.msuxextensionconnect.org/rhw>

Enter as a guest. Participants will be able to hear and see the presenter and ask questions online.

Please test your connection beforehand at: <http://tinyurl.com/2axje8>

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208.522.2679

383 South 2nd West  
Rexburg, ID 83440  
208.356-0170

Local People >>>

Dancing,  
Food, Hair,  
Photos.

## Can Menan be Self-Sufficient?

There are ways to afford more and travel less. These businesses help us with the list.



**Adult Ballroom Class** -Starting the first Friday in March, the 4th, and dance the first 3 Fridays of the month. It will be taught in Menan from 7-8 pm. The cost will be \$25 per couple. If you would like to be in the class or have further questions, feel free to contact Michelle [dancefusionrocks@gmail.com](mailto:dancefusionrocks@gmail.com) or 390-0068.

**Watsonsbar.com** has a menu for the sandwich shop and list of area attractions. Watson's Bar will be hosting a St. Patrick's Day Celebration on March 17th.



**Cyndy's Hair Design** Hair • Nails • Pedicures located at 3521 E. 800 N 313-4058. Cyndy also teaches oil painting, specializing in Classical Academic Approach, similar to DaVinci and Michelangelo.

**Bags & Baskets** at [mythirtyone.com/bagladidyidaho](http://mythirtyone.com/bagladidyidaho). There are things to help get organized, gift ideas for everyone, family outing helps, purses, totes, baskets, and bags. Wanda Gallup -745-6063



**Mandy Jane Designs & Photography**- Portraits & LDS Art 339-5313 [mandyjanephotos.blogspot.com](http://mandyjanephotos.blogspot.com) & [mandyjanedesign.blogspot.com](http://mandyjanedesign.blogspot.com)

Help us complete a resource list of food, services, animals, entertainment &...anything that comes to mind. Martha Shelley at 754-7394 [martha.melody@yahoo.com](mailto:martha.melody@yahoo.com) or Suzy Lloyd at 754-0444 [suzywlloyd@gmail.com](mailto:suzywlloyd@gmail.com).



## COMMUNITY SPAGHETTI DINNER

Fundraiser by Menan Area Youth Council

**MARCH 12TH** 6-8pm

Town Hall \$3 person or \$15 family  
Raffle Tickets \$1.00 or \$5.00 for 6 tickets

"We are M.A.Y.C.ing a difference."



For **TICKETS** or  
To **DONATE FOOD** (noodles sauce or breadsticks), or **TIME** (to set up or serve) call  
Chayse Eames • 390-7549

Mike & Nichol Eames • 390-8064

There will be a donation box set up at the Valley Wide Co-op in Menan the week of the dinner.

**Menan Community Blitz**  
Menan City Clean-up with power boost.  
May 21st, 2011  
Project?  
Group of Volunteers?  
See a Need?  
We are planning.  
Contact:  
Greater Menan Community Inc.  
Joni Shelley, (705-4952) [jshelley@menan@gmail.com](mailto:jshelley@menan@gmail.com)

## SENIOR CITIZENS

Robert's Center provides dine-in or home delivered meals for Menan area residents

Both Lorna Wheeler and I, Betty Walker, have been involved with the Roberts Senior Citizen Center for a number of years. The center serves Menan Area residents with good meals and good sociality.

Hot meals are served every Monday and Wednesday at noon. A donation of \$4-5 is suggested to cover costs, so that the center can maintain the good work. The center also offers home delivered meals

(Meals-on-Wheels) for people that are home bound. The suggested donation is the same as if eating at the center. Currently the center serves 15 at the center and makes 10 deliveries. Ten years ago the numbers were up to 40 at the center and 30 home deliveries.

We are pleased with the work done by Sheila Simon, Head Cook, and Penny Siler, Assistant Cook, in preparing and serving delicious meals at the



Sheila Simon, Penny Silar, and the late Wanda Thorpe

Robert's center. These are well balanced meals containing fruits, vegetables and protein to meet U.S. food guidelines.

Is this what your parent or grand-parent needs?

Try us out by taking them to lunch at the Roberts Senior Citizens Center. People of any age are encouraged to visit and enjoy a delicious meal with us.

You can find out what is being served by calling 228-3541. Other questions? Lorna Wheeler or Betty Walker 754-9988 would be happy to visit with you any time.

Please be assured that all our friends from the Menan area are welcome to come and enjoy these meals with us anytime.

by Betty Walker

## myMenanhistory...

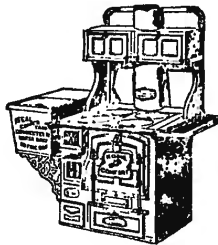
### *Wood-Burning Kitchen Stoves Did More Than Cook Food*

Our electric and gas kitchen stoves and microwave ovens are easy to use, but do not provide all that our grandparents' wood-burning kitchen stoves did. The kitchen stove was used for cooking, baking and canning food, then keeping the food warm, as well as heating water and irons used for ironing clothes. The warmth it put out made the kitchen a central place for activities in the winter as family members, and sometimes farm animals, gathered around to stay warm.

Someone had to get the fire going in the stove early each morning both to cook breakfast and warm up the kitchen. Chopped wood and coal had to be readily available and was kept outside in a shed. A daily supply was brought into the house and kept in a wood box and a coal bucket not far from the stove. Kindling was wood chopped into small sticks that were used to get the fire started and the bigger pieces of wood or coal were put on the fire to keep it going. As the fire burned down, it made ashes which had to be regularly cleaned out of the stove and taken outside.

Cooking food was done in kettles on top of the stove

and baking was done in the oven. An experienced cook knew how much wood to put on the fire to make just the right temperature to cook or bake what she had prepared.



Most stoves had a compartment or two called warming ovens placed well above the cooking surface and just in front of the stove's pipe that ran into the chimney. Food could be closed in and kept warm until serving time. Often a stove also had a hot water reservoir that held several gallons of water. This was the home's "hot water heater," providing hot water for whatever would be needed during the day.

Come weekly bath time, usually on Saturday night, water was heated on the stove and then poured into a large round metal tub placed on the floor in front of the stove. The usual bathing order was children first, then mother, then father—all using the same water.

Clothes washed in the winter were hung outside to "freeze dry," and then brought in and hung around the kitchen stove and any other stove in the house to thaw on backs of chairs and other pieces of furniture.

After wash day, when it was time to iron the clothes, the ironing board was set up next to the stove and the irons were heated on the cooking surface of the stove. Two irons were heated and when one began to cool down it was placed on the stove to heat and the hot one was picked up to continue ironing. The irons had wooden clamps that fit over the metal handles or a heavy hot pad was used to keep fingers from being burned.

There was usually a space behind the stove large enough for a child or two to sit against the warm wall. This space was sometimes used to keep new-born or ill baby farm animals warm. The family dog and/or cat may also have enjoyed that warm spot during a cold winter.

The heat the stove put out was usually too much to endure in the summer months, so it wasn't unusual to have a "summer kitchen." It could have been a well-ventilated large back porch off the back of the house or a small building separate from the house. Two-burner propane gas stoves or another full-size kitchen stove was used in the summer kitchen. There was often a kitchen table and chairs for eating and for workspace.

Those old stoves and all that went with them, both the work and the comfort, are long gone. With our modern appliances we can't duplicate the past lessons learned and times enjoyed, but with other means available to us, we can find ways to teach the value of work and the enjoyment of memories created from togetherness experiences.

*by Linda Radford*



**Greater Menan  
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Menan, ID 83434**

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# **MENAN**

## **Community Vision Statement**

Menan is a safe and wonderful place where families work, live, and play. Long-time residents and newcomers alike are engaged and part of a diverse and integrated community. We are connected by our green belt, walking paths, and our cultural heritage and we maintain our small-town feel – even as we grow. We invest in public places that give people of all ages opportunities to spend time together and enjoy themselves. Our annual community events attract visitors from throughout the region.

We provide services that allow our seniors to stay here and our artists and farmers to sell their products to people beyond the local community. Our small business start-ups have developed profitable niches, often depending on the internet to market what they produce. We attract visitors who enjoy our unique natural resources and entrepreneurs who capitalize on the natural beauty of the landscape and one-of-a-kind recreation and destination-based opportunities.

*Created by approximately 125 community residents at a Community  
Visioning Session held on Wednesday April 29, 2009.*

**HORIZONS**  
COMMUNITY LEADERSHIP TO REDUCE POVERTY

**University of Idaho**  
Extension

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

March 9, 2011

Jennifer South  
9138 Outlaw Pass  
Menan, ID 83434

Re: The Annexation of the portion of the Menan Buttes that is in Madison County, from Jefferson #251 into Madison School District #321.

Dear Mr. Ripple and State Board of Education,

I am the Mother of five children who currently attend schools in Madison School District: Burton Elementary, Madison Middle School, Madison Jr. High and Madison High School. We built our home on the Menan Buttes, in Madison County, nine years ago and have attended schools in Madison School District ever since. We are pleased with the education they are receiving at these schools and would like our tax dollars to follow the schools our children are attending. We are residents of Madison County, we want our tax dollars going to the Madison schools, and as taxpayers, we would like a voice in school board elections and issues, which this annexation would give us. *I believe we should have the opportunity to vote again.*

Last year we had a vote to resolve this situation. We were asked to vote on two issues... 1) for the annexation and 2) to assume Madison School District debt. On both issues, *the majority of people voted in favor of the annexation and to assume the debt.* We had 63.49% in favor of the annexation, but only 58.37% was in favor of the assumption of Madison School District debt. Because we did not have a supermajority on the assumption of debt, which requires at least 62% of the people voting, the annexation failed. I have attached a copy of these results. In my opinion, the vote failed to achieve a supermajority for a couple of reasons.

1) **The wording on the ballot was confusing.** Many patrons believed they would be keeping the Jefferson School District debt *and* assume the Madison School District debt too.

2) **The voting hours were different than normal voting hours.** On the voting day, we found out that the hours were only from 12 noon until 8p.m. instead of 8a.m. to 8p.m. When asking why this happened, I was told that because it was a special election, normal times did not have to be followed. This was confusing for patrons who had work and went early to vote, and were unable to go back before the polls closed. Also, *the option for early voting was not announced clearly* and therefore was unknown by those who were out of town on election day. I have attached letters from several voters explaining why they were unable to vote. Had they voted, this annexation would have easily passed.

Currently, in my community I work in my church with youth attending high schools in four different school districts: Madison School District, Jefferson School District, Sugar Salem School District, and one girl attends a charter school in Idaho Falls District 91 and we all live in Menan. I have found that our **youth are thriving in this situation**. They have become friends with teens from the different districts and often go to attend cultural and athletic performances that their friends are involved in. It is a great thing to watch how rivalries are broken down, and how our community has grown in understanding and broadmindedness. I have observed **no negative results** of having the students in our area attending a variety of schools in many different school districts. It has, rather, brought about healthy, positive relationships in the community.

In the IDAPA regarding altering school district boundaries, it asks for the market value of the area under discussion. It is currently \$11,167,321. All of Jefferson County has a taxable market value of \$902,992,616. The Menan Butte Area has a value of \$47,695.92 in tax charges for the schools. If this area is annexed into Madison School District, **the tax clerk stated that this does not place Jefferson School District with a bonded debt in excess of the limit proscribed by law**. This was also confirmed by attorney, Paul B. Rippel, at our last hearing on April 7, 2010. I realize that these economic times are hard and no school district wants to lose money, but I feel that as residents of Madison County and as patrons who have the vast majority of their children attending Madison School District (55 going to Madison and 6 going to Rigby), we have a right to have our children's schools receive our tax dollars. It is not right that another school district is getting our tax dollars when they are not educating our children.

As a resident of Madison County, I am happy with the schools in Madison School District. This is the best place for my children. Along with letters from persons unable to be here tonight and are in favor of the annexation, I am submitting letters from people who were confused as to the language and polling time and were unable to vote on the date of the last election. Also enclosed are letters from principals in the schools that our children are attending expressing their desire to have our children in their schools. I have also included the voting record of the past election and if you would like, I have the information regarding market value, levy amounts and market values for Jefferson School District and the Menan Butte area. ***Please allow us to have the opportunity to vote again.*** Thank you very much for your time.

Sincerely,



Jennifer South



## WRITE-IN LOG

Precinct Menan Butte Annexation

Prepared by: Aug. 16, 2010

Total Write-In Ballots \_\_\_\_\_

Prepared by: \_\_\_\_\_

Write-In Candidate/Position	Votes Received										
Question #1 Annexation in favor -											40 63.49
against -											23 36.51
Question #2 Indebtness in favor -											37 58.37
against -											26 41.2

Chadwick Marilyn R. Kammusa, Clerk  
candidate received \_\_\_\_\_ total votes \_\_\_\_\_

Sam Karlos candidate received \_\_\_\_\_ total votes.

E-0S2 Approved 1992

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## Burton Elementary School

2211 West 1000 South, Rexburg, Idaho 83440 (208) 359-3332

---

March 7, 2011

Mr. Jordan Busby  
Principal  
Burton Elementary School

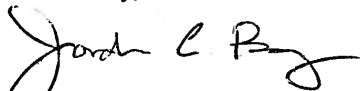
Re: The Annexation of the Menan Butte area into Madison School District #321

To Whom It May Concern:

I would like to voice my support for the residents of the Menan Butte area to become part of Madison School District #321. Due to prior commitments and being made aware of this hearing so close to the date, I am unable to attend this meeting. However, I wanted Mr. Paul Ripple and the State Board of Education to know that I support the children from the Menan Butte area and their parents in their desires to come to Burton Elementary School and the other schools in the district. I have been the Principal of Burton Elementary for the past nine years and have enjoyed getting to know the children from this area. They work hard in school, do not cause disruptions or problems in the classrooms and are happy and eager to learn. The parents of this area have been involved in numerous aspects of our school making a substantial contribution. I wholeheartedly support the patrons of the Menan Butte area in their desire to vote on this school district annexation back in to Madison School District, especially because they are Madison County residents already.

Thank you for your positive recommendation, that we hope you will make, to the State Board of Education to allow these patrons the opportunity to vote to be annexed from Jefferson School District #251 into Madison School District #321. Please do not hesitate to contact me if I can be of further assistance in this matter.

Sincerely,



Jordan Busby  
Principal



**60 West Main Street  
Rexburg, ID 83440**

**Phone: (208) 359-3310  
Fax: (208) 359-3352**

**Randy Lords  
Principal**

**Willy Berry  
Asst. Principal**

## Madison Junior High

March 9, 2011

Re: The Annexation of the Menan Butte area into Madison School District #321

To Whom It May Concern:

I would like to voice my support for the residents of the Menan Butte area to become part of Madison School District #321. Due to prior commitments and being made aware of this hearing so close to the date, I am unable to attend this meeting. However, I wanted Mr. Paul Ripple to know that I support the children from the Butte area and their parents in their desires to come to Madison Jr. High. I am the Principal of Madison Jr. High and have enjoyed getting to know the children from this area. They work hard in school, do not cause disruptions or problems in the classrooms and are happy and eager to learn. The parents of this area have been involved in many aspects of our school and we would be happy to have them be annexed back in to Madison School District, especially because they are Madison County residents already.

Thank you for your positive recommendation, that we hope you will make, to the State Board of Education to allow these patrons the opportunity to vote to be annexed from Jefferson School District #251 into Madison School District #321.

Sincerely,

Randy Lords  
Principal

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

March 9, 2011

Dear Mr. Ripple,

We are teaching a class this evening and cannot be to the meeting. We certainly feel that since we are in Madison County and pay taxes in Madison County that the children who are in Madison County should be able to attend Madison County schools.

We did vote YES for the change for the children to being able to be in Madison County Schools and were disappointed that it did not pass.

Thank you.

Edmund and Arlene Williams  
9286 Outlaw Pass  
Menan, Idaho 83434

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

March 9, 2011

Karen, Duane & Matt Taylor  
9141 Outlaw Pass  
Menan, ID 83434

Dear Mr. Ripple,

We will not be able to attend the meeting tonight, but please let me know when the voting takes place and our votes in favor if the annexation of the Menan Buttes into Madison School District #321 will have 3 votes from the Taylors 😊.

Thank you! Have a wonderful day. Karen Taylor

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

March 9, 2011

Dear Mr. Ripple,

I would like to give my support for having the Menan Buttes Annexed into the Madison School District. My son, Dylan has been attending Madison District Schools and I do not want to switch him to another district. We live in Madison County and I would like my son to be able to attend schools in Madison County.

I was not able to vote the last time, I was stuck in a meeting and could not get away, I work in Idaho Falls and just could not make it there on time.

This week I am going to be in Boise for training. I will not be able to attend the meetings this week either. My vote would be yes, I do want to be annexed into the Madison County School District.

If you need to reach me, you can try my cell phone 208-201-0377.

Thank you for all you are doing.

Windy Melgaard  
9884 Rustlers Trail  
Menan, Idaho 83434

**Windy Melgaard | Workforce Consultant**  
**Idaho Falls Local Office**  
**Idaho Department of Labor**  
**1515 East Lincoln Road | Idaho Falls, ID 83401-2129**  
**208-557-2500 ext. 3053**  
**Fax: 208-525-7268**  
**Windy.Melgaard@labor.idaho.gov**

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

Idaho State Board of Education  
Menan Butte Annexation Meeting  
March 9, 2011

To Whom It May Concern:

Our children attended and graduated from both the Jefferson School District and Madison School District. Cindy has also coached for Rigby High School. In the spring of 2002 we moved our children to the Madison School district and felt it was one of the best moves we ever made. It was worth it to our family to make the daily drive into Rexburg to obtain a better education and educational atmosphere for our children. Contrary to Dr. Tolman's inferences, we never felt a disunity or divisiveness among our friends and neighbors in the Greater Menan Community.

As we study the issues of the annexation, the reality is that the main issue for the Jefferson School District is money. Dr. Tolman says in his letter to the parents on Monday March 7th, that more than 20% of the new school construction bond is really the responsibility of the **few** residents of the Menan Butte Area. (See figures cited in point #3) He would not have pointed that out if it were not an issue. The main issue for the parents isn't that they don't want to pay their taxes or bond obligations, but rather, we want the school district where we feel our children can get the best education to receive our tax dollars.

We are in a very unique situation here on the buttes and as such this issue cannot be resolved as if we lived in the towns of Menan or Lewisville. We live in Madison County, we have proved by our actions that we want our children to attend Madison County Schools. We are not willing to sit back and be told what would be best for our children. We are their parents and ultimately the decision and responsibility for their education is ours. A responsibility that those of us on the Buttes take very seriously.

Thank you for your time and attention to this matter.

Best Regards,  
Darryl and Cindy Cunningham

I am in favor of being able to  
vote for the Annexation into Madison  
County School District.

*Danna Esten*



STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

**March 9, 2011**

**To Whom It May Concern:**

**We are in favor if the proposed annexation of the area of the Menan Buttes, to become part of Madison School District.**

**Matthew and Jennifer Beard**

September 13, 2010

To Whom It May Concern:

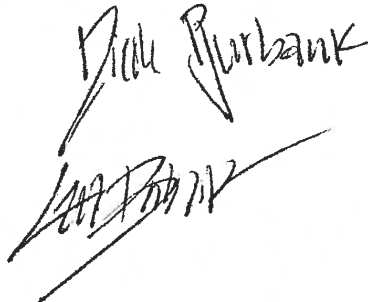
I, Ben Lindsey, would like to voice my support for the Menan Butte area, that is already a part of Madison County, but is currently in the Jefferson School District, to be excised from Jefferson County School District #251 and annexed into Madison School District #321. I would also agree to assume the debt of Madison School District #321 existing debt and levies. I did not make it over to vote on the day of voting, August 16, 2010, due to work obligations, and regret not being able to make it. Had I been able to make it, I would have voted yes to both questions. Please allow us to have another chance to vote on this excision and annexation. I thought the vote would pass without my vote, but I now know that every vote counts.

Sincerely,

Ben Lindsey



I would have voted on August 16, 2010 yes for both questions on the ballot however, the vote times were different than I thought and I was unable to vote during the designated times due to work.



STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

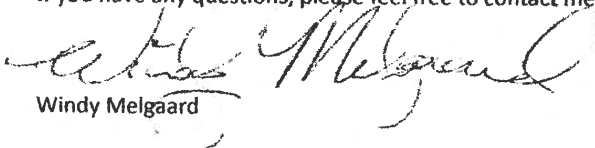
Windy Melgaard  
9884 Rustlers Trail  
Menan, Idaho 83434  
208-754-4393

September 15, 2010

To whom this may concern,

I live at the Menan Butte and my son attends Burton Elementary, in the third grade. I was planning on voting to annex into the Madison School District but I was stuck in a meeting in Idaho Falls that ran later than expected. My vote would have been to be annexed. I have been very happy with Burton Elementary.

If you have any questions, please feel free to contact me.



Windy Melgaard

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

To Whom it may concern:

September 12, 2010

This is in regards to the Menan Buttes annexation into Madison School District 321. I was unable to vote that day because of work obligations. Had I had the opportunity to vote I would have voted for the annexation and to assume Madison School Districts debt.

Thank you

*Gyle D. H.*

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

To Whom it may concern:

September 12, 2010

This is in regards to the Menan Buttes annexation into Madison School District 321. I was unable to vote that day because of work obligations. Had I had the opportunity to vote I would have voted for the annexation and to assume Madison School Districts debt.

Thank you

A handwritten signature in black ink, appearing to read "Derek Gamm". The signature is written in a cursive, flowing style.

John & I were not in the area when this vote took place. Please note that we are in favor of annexing back into the Madison School District.

Thank you  
Norma Galazini

Gene & I had not been informed about the issues concerning Menan Butts' children being allowed to attend the Madison Schools. We are in favor of annexing back into the Madison School District.

Ginda Kelsey

We were not living in this area at the time, so we did not vote the first time around.

Taura Jordan  
Dawn Garner



STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011



**MADISON COUNTY  
Tax Charge - Auditor**

SELECTION CRITERIA		
Year	2010	
Property Type	All	
Occupancy	Non-Occupancy	
Roll	Primary	

Taxing District	Taxable Value	Tax Charge
20 COUNTY	\$ 1,368,175,913	\$ 8,298,161.86
40 UR NORTH HWY - 001007	\$ 48,597,522	\$ 719,620.26
41 UR WASHINGTON - 001009	\$ 9,251,798	\$ 136,998.38
42 UR DOWNTOWN - 001011	\$ 17,938,129	\$ 265,623.50
43 UR NORTH HWY - 032000	\$ 10,816	\$ 122.58
44 UR UNIVERSITY BLVD - 001014	\$ 13,461,981	\$ 199,341.74
45 UR UNIVERSITY BLVD - 001015	\$ 1,524,800	\$ 22,619.74
46 UR UNIVERSITY BLVD - 036000	\$ 64,511	\$ 717.14
47 UR UNIVERSITY BLVD - 035000	\$ 60,381	\$ 669.58
48 UR DOWNTOWN - 001016	\$ 2,006,062	\$ 29,705.28
110 REXBURG	\$ 753,067,269	\$ 2,800,030.54
120 SUGAR CITY	\$ 53,028,715	\$ 121,263.60
210 SCHOOL DISTRICT #321	\$ 1,158,232,917	\$ 4,274,472.12
215 SCH DIST 321 2008 BOND	\$ 1,251,148,917	\$ 938,880.50
220 SCHOOL DISTRICT #322	\$ 192,337,879	\$ 672,087.34
230 SCHOOL DISTRICT #215	\$ 6,437,796	\$ 17,835.08
240 SCHOOL DISTRICT #251 <i>Jefferson</i>	\$ 11,167,321	\$ 47,695.92
510 REXBURG CEM	\$ 876,018,834	\$ 39,356.82
520 SUGAR CEM	\$ 134,109,083	\$ 15,523.36
530 BURTON CEM	\$ 140,709,522	\$ 10,094.14
540 SUTTON CEM	\$ 113,885,692	\$ 15,436.70
550 PLANO CEM	\$ 32,225,633	\$ 9,511.68
560 TETON CEM	\$ 71,174,592	\$ 13,437.58
610 MADISON CO FIRE	\$ 578,305,589	\$ 539,716.20
611 UR MADISON CO FIRE - 032000	\$ 0	\$ 0.00
612 UR MADISON CO FIRE - UNIV	\$ 124,399	\$ 116.12
620 CENTRAL FIRE	\$ 13,025,929	\$ 14,577.82
700 SUGAR COM LIB	\$ 192,337,879	\$ 36,711.94
710 MADISON LIBRARY	\$ 1,161,591,777	\$ 664,712.70
711 MADISON LIB 2008 BOND	\$ 1,254,496,961	\$ 304,687.72
720 MOSQ ABATE	\$ 1,368,175,913	\$ 476,534.10
730 FLOOD DIST	\$ 42,598,220	\$ 276.84
750 MADISON CO AMB	\$ 1,368,175,913	\$ 504,151.40
Total Tax Charge:		\$ 21,190,690.28

*Due to rounding, please refer to the Tax General Ledger  
after tax roll is closed for exact amount charged*

DATE \_\_\_\_\_

MARILYN RASMUSSEN, MADISON COUNTY AUDITOR



L-1

Certificate of County Levies  
Madison County

2010

AMENDED 10/20/2010

County Levies	Current Expense	Tort	Bond	Airport	Charity & Indigent	District Court	Fair Operation
	0.002595431	0.000139254	0.000321735	0.000002010	0.000247958	0.000399297	0.000013156
Fair Grounds & Buildings	Health	Historical Society	Parks & Recreation	Noxious Weeds	Recreation	Verifone Memorial	Total
0.000078096	0.000116076	0.000006870	0.000068532	0.000071731	0.000399297	0.000006761	0.004466204

Cities	General Fund	Tort	Library	Street & Oiling			Total
Rexburg	0.003718170						0.003718170
Sugar City	0.002286745						0.002286745
Schools	Bond	Tort	Bond	Bond	Public Facilities	Supplemental	Total
Fremont #215	0.000448362	0.000030834	0.000536350	0.000461267	0.000101146	0.001192422	0.002770381
Jefferson #251		0.000102577		0.004168451			→ 0.004271028
Madison #321	0.000750417	0.000096761	0.001573923	0.000492192	0.001208731	* 0.000318903	→ 0.004440927
Sugar Salem #322		0.000023085		0.001644239		0.001826954	0.003494298

\*Emergency Levy

Ambulance	Maintenance & Operation	Tort	Bond	Override		Total
Madison County	0.000368489					0.000368489

Cemetery	Maintenance & Operation	Tort			Total
Burton	0.000071729				0.000071729
Plano	0.000295169				0.000295169
Rexburg	0.000044930				0.000044930
Sugar City	0.000115746				0.000115746
Sutton	0.000135548				0.000135548
Teton	0.000188789				0.000188789

Fire	Maintenance & Operation	Tort	Bond	Override	Total
Jefferson Central	0.001063197	0.000059558			0.001119155
Madison	0.000933266				0.000933266

91.007

1 of 2

County 004466204  
P 41 001548101  
1,300,305.00

4/19/2010

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

MADISON COUNTY LEVY SHEET 2010

DIST#	NAME	LEVY	DIST#	NAME	LEVY	DIST#	NAME	LEVY
001000		0.015801048	001007		0.015801048	001009		0.015801048
20	COUNTY	0.008065125	40	UR NORTH HWY - 001007	0.014807758	41	UR WASHINGTON - 001009	0.014807758
110	REXBURG	0.003718170	215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417
210	SCHOOL DISTRICT #321	0.003690510	711	MADISON LIB 2008 BOND	0.000242873	711	MADISON LIB 2008 BOND	0.000242873
215	SCH DIST 321 2008 BOND	0.000750417						
510	REXBURG CEM	0.000044930						
710	MADISON LIBRARY	0.000572238						
711	MADISON LIB 2008 BOND	0.000242873						
720	MOSQ ABATE	0.000348296						
750	MADISON CO AMB	0.000368489						
001010		0.015827847	001011		0.015801048	001012		0.014230184
20	COUNTY	0.008065125	42	UR DOWNTOWN - 001011	0.014807758	20	COUNTY	0.008065125
110	REXBURG	0.003718170	215	SCH DIST 321 2008 BOND	0.000750417	110	REXBURG	0.003718170
210	SCHOOL DISTRICT #321	0.003690510	711	MADISON LIB 2008 BOND	0.000242873	220	SCHOOL DISTRICT #322	0.003494298
215	SCH DIST 321 2008 BOND	0.000750417				510	REXBURG CEM	0.000044930
530	BURTON CEM	0.000071729				700	SUGAR COM LIB	0.000190876
710	MADISON LIBRARY	0.000572238				720	MOSQ ABATE	0.000348296
711	MADISON LIB 2008 BOND	0.000242873				750	MADISON CO AMB	0.000368489
720	MOSQ ABATE	0.000348296						
750	MADISON CO AMB	0.000368489						
001013		0.014301000	001014		0.015801048	001015		0.015827847
20	COUNTY	0.008065125	44	UR UNIVERSITY BLVD - 001014	0.014807758	45	UR UNIVERSITY BLVD - 001015	0.014834857
110	REXBURG	0.003718170	215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417
220	SCHOOL DISTRICT #322	0.003494298	711	MADISON LIB 2008 BOND	0.000242873	711	MADISON LIB 2008 BOND	0.000242873
520	SUGAR CEM	0.000115748						
700	SUGAR COM LIB	0.000190876						
720	MOSQ ABATE	0.000348296						
750	MADISON CO AMB	0.000368489						
001016		0.015801048	002000		0.013802841	002001		0.013802841
48	UR DOWNTOWN - 001016	0.014807758	20	COUNTY	0.008065125	20	COUNTY	0.008065125
215	SCH DIST 321 2008 BOND	0.000750417	120	SUGAR CITY	0.002286745	120	SUGAR CITY	0.002286745
711	MADISON LIB 2008 BOND	0.000242873	220	SCHOOL DISTRICT #322	0.003494298	220	SCHOOL DISTRICT #322	0.003494298
			520	SUGAR CEM	0.000115748	520	SUGAR CEM	0.000115748
			810	MADISON CO FIRE	0.000933266	810	MADISON CO FIRE	0.000933266
			700	SUGAR COM LIB	0.000190876	700	SUGAR COM LIB	0.000190876
			720	MOSQ ABATE	0.000348296	720	MOSQ ABATE	0.000348296
			750	MADISON CO AMB	0.000368489	750	MADISON CO AMB	0.000368489
003000		0.013113277	004000		0.013108782	005000		0.013058933
20	COUNTY	0.008065125	20	COUNTY	0.008065125	20	COUNTY	0.008065125
210	SCHOOL DISTRICT #321	0.003690510	210	SCHOOL DISTRICT #321	0.003690510	240	SCHOOL DISTRICT #251	0.004271028
215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417	530	BURTON CEM	0.000071729
540	SUTTON CEM	0.000135548	540	SUTTON CEM	0.000135548	820	CENTRAL FIRE	0.001119155
810	MADISON CO FIRE	0.000933266	810	MADISON CO FIRE	0.000933266	710	MADISON LIBRARY	0.000572238
710	MADISON LIBRARY	0.000572238	710	MADISON LIBRARY	0.000572238	711	MADISON LIB 2008 BOND	0.000242873
711	MADISON LIB 2008 BOND	0.000242873	711	MADISON LIB 2008 BOND	0.000242873	720	MOSQ ABATE	0.000348296
720	MOSQ ABATE	0.000348296	720	MOSQ ABATE	0.000348296	750	MADISON CO AMB	0.000368489
730	FLOOD DIST	0.000006515	750	MADISON CO AMB	0.000368489			
750	MADISON CO AMB	0.000368489						
006000		0.013049488	007000		0.013042943	008000		0.012637161
20	COUNTY	0.008065125	20	COUNTY	0.008065125	20	COUNTY	0.008065125
210	SCHOOL DISTRICT #321	0.003690510	210	SCHOOL DISTRICT #321	0.003690510	210	SCHOOL DISTRICT #321	0.003690510
215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417
530	BURTON CEM	0.000071729	530	BURTON CEM	0.000071729	550	PLANO CEM	0.000295169
810	MADISON CO FIRE	0.000933266	810	MADISON CO FIRE	0.000933266	820	CENTRAL FIRE	0.001119155
710	MADISON LIBRARY	0.000572238	710	MADISON LIBRARY	0.000572238	720	MOSQ ABATE	0.000348296
711	MADISON LIB 2008 BOND	0.000242873	711	MADISON LIB 2008 BOND	0.000242873	750	MADISON CO AMB	0.000368489
720	MOSQ ABATE	0.000348296	720	MOSQ ABATE	0.000348296			
730	FLOOD DIST	0.000006515	750	MADISON CO AMB	0.000368489			
750	MADISON CO AMB	0.000368489						
009000		0.011518008	010000		0.013018144	011000		0.013086960
20	COUNTY	0.008065125	20	COUNTY	0.008065125	20	COUNTY	0.008065125
210	SCHOOL DISTRICT #321	0.003690510	210	SCHOOL DISTRICT #321	0.003690510	210	SCHOOL DISTRICT #321	0.003690510
215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417
550	PLANO CEM	0.000295169	510	REXBURG CEM	0.000044930	520	SUGAR CEM	0.000115748
720	MOSQ ABATE	0.000348296	810	MADISON CO FIRE	0.000933266	810	MADISON CO FIRE	0.000933266
750	MADISON CO AMB	0.000368489	710	MADISON LIBRARY	0.000572238	710	MADISON LIBRARY	0.000572238
			711	MADISON LIB 2008 BOND	0.000242873	711	MADISON LIB 2008 BOND	0.000242873
			720	MOSQ ABATE	0.000348296	720	MOSQ ABATE	0.000348296
			750	MADISON CO AMB	0.000368489	750	MADISON CO AMB	0.000368489

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

OFFICIAL BALLOT

MENAN BUTTE AREA ANNEXATION SPECIAL ELECTION

MADISON SCHOOL DISTRICT NO. 321,  
MADISON COUNTY  
STATE OF IDAHO  
August 16, 2010

INSTRUCTIONS TO VOTERS: To vote on the question of annexation you will vote on two questions. Both questions must pass or the annexation will not be approved. Make a cross (X) in the space to the right of the words "IN FAVOR OF" or "AGAINST" on both questions listed below, according to the way you desire to vote on the question. All marks otherwise made are forbidden.

---

QUESTION 1: Should the area described in the Petition to be excised from Jefferson County Joint School District No. 251 and annexed to Madison School District No. 321?

IN FAVOR OF ANNEXATION \_\_\_\_\_

AGAINST ANNEXATION \_\_\_\_\_

---

QUESTION 2: Do you agree to the assumption of Madison School District No. 321's existing debt and levies, and any interest thereon, in the proportion amount based upon property owned by you within the boundaries of the property to be annexed into Madison School District No. 321?

IN FAVOR OF ASSUMPTION OF EXISTING DEBT \_\_\_\_\_

AGAINST ASSUMPTION OF EXISTING DEBT \_\_\_\_\_

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

MADISON COUNTY LEVY SHEET 2010

DIST#	NAME	LEVY	DIST#	NAME	LEVY	DIST#	NAME	LEVY
001000		0.015801048	001007		0.015801048	001009		0.015801048
20	COUNTY	0.008065125	40	UR NORTH HWY - 001007	0.014807758	41	UR WASHINGTON - 001009	0.014807758
110	REXBURG	0.003718170	215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417
210	SCHOOL DISTRICT #321	0.003690510	711	MADISON LIB 2008 BOND	0.000242873	711	MADISON LIB 2008 BOND	0.000242873
215	SCH DIST 321 2008 BOND	0.000750417						
510	REXBURG CEM	0.000044930						
710	MADISON LIBRARY	0.000572238						
711	MADISON LIB 2008 BOND	0.000242873						
720	MOSQ ABATE	0.000348296						
750	MADISON CO AMB	0.000368489						
001010		0.015827847	001011		0.015801048	001012		0.014230184
20	COUNTY	0.008065125	42	UR DOWNTOWN - 001011	0.014807758	20	COUNTY	0.008065125
110	REXBURG	0.003718170	215	SCH DIST 321 2008 BOND	0.000750417	110	REXBURG	0.003718170
210	SCHOOL DISTRICT #321	0.003690510	711	MADISON LIB 2008 BOND	0.000242873	220	SCHOOL DISTRICT #322	0.003494298
215	SCH DIST 321 2008 BOND	0.000750417				510	REXBURG CEM	0.000044930
530	BURTON CEM	0.000071729				700	SUGAR COM LIB	0.000190876
710	MADISON LIBRARY	0.000572238				720	MOSQ ABATE	0.000348296
711	MADISON LIB 2008 BOND	0.000242873				750	MADISON CO AMB	0.000368489
720	MOSQ ABATE	0.000348296						
750	MADISON CO AMB	0.000368489						
001013		0.014301000	001014		0.015801048	001015		0.015827847
20	COUNTY	0.008065125	44	UR UNIVERSITY BLVD - 001014	0.014807758	45	UR UNIVERSITY BLVD - 001015	0.014834857
110	REXBURG	0.003718170	215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417
220	SCHOOL DISTRICT #322	0.003494298	711	MADISON LIB 2008 BOND	0.000242873	711	MADISON LIB 2008 BOND	0.000242873
520	SUGAR CEM	0.000115746						
700	SUGAR COM LIB	0.000190876						
720	MOSQ ABATE	0.000348296						
750	MADISON CO AMB	0.000368489						
001016		0.015801048	002000		0.013802841	002001		0.013802841
48	UR DOWNTOWN - 001016	0.014807758	20	COUNTY	0.008065125	20	COUNTY	0.008065125
215	SCH DIST 321 2008 BOND	0.000750417	120	SUGAR CITY	0.002286745	120	SUGAR CITY	0.002286745
711	MADISON LIB 2008 BOND	0.000242873	220	SCHOOL DISTRICT #322	0.003494298	220	SCHOOL DISTRICT #322	0.003494298
			520	SUGAR CEM	0.000115746	520	SUGAR CEM	0.000115746
			610	MADISON CO FIRE	0.000933266	610	MADISON CO FIRE	0.000933266
			700	SUGAR COM LIB	0.000190876	700	SUGAR COM LIB	0.000190876
			720	MOSQ ABATE	0.000348296	720	MOSQ ABATE	0.000348296
			750	MADISON CO AMB	0.000368489	750	MADISON CO AMB	0.000368489
003000		0.013113277	004000		0.013106762	005000		0.013058933
20	COUNTY	0.008065125	20	COUNTY	0.008065125	20	COUNTY	0.008065125
210	SCHOOL DISTRICT #321	0.003690510	210	SCHOOL DISTRICT #321	0.003690510	240	SCHOOL DISTRICT #251	0.004221028
215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417	530	BURTON CEM	0.000071729
540	SUTTON CEM	0.000135548	540	SUTTON CEM	0.000135548	620	CENTRAL FIRE	0.001119155
610	MADISON CO FIRE	0.000933266	610	MADISON CO FIRE	0.000933266	710	MADISON LIBRARY	0.000572238
710	MADISON LIBRARY	0.000572238	710	MADISON LIBRARY	0.000572238	711	MADISON LIB 2008 BOND	0.000242873
711	MADISON LIB 2008 BOND	0.000242873	711	MADISON LIB 2008 BOND	0.000242873	720	MOSQ ABATE	0.000348296
720	MOSQ ABATE	0.000348296	720	MOSQ ABATE	0.000348296	750	MADISON CO AMB	0.000368489
730	FLOOD DIST	0.000006515	750	MADISON CO AMB	0.000368489			
750	MADISON CO AMB	0.000368489						
006000		0.013049458	007000		0.013042943	008000		0.012837161
20	COUNTY	0.008065125	20	COUNTY	0.008065125	20	COUNTY	0.008065125
210	SCHOOL DISTRICT #321	0.003690510	210	SCHOOL DISTRICT #321	0.003690510	210	SCHOOL DISTRICT #321	0.003690510
215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417
530	BURTON CEM	0.000071729	530	BURTON CEM	0.000071729	550	PLANO CEM	0.000295169
610	MADISON CO FIRE	0.000933266	610	MADISON CO FIRE	0.000933266	620	CENTRAL FIRE	0.001119155
710	MADISON LIBRARY	0.000572238	710	MADISON LIBRARY	0.000572238	720	MOSQ ABATE	0.000348296
711	MADISON LIB 2008 BOND	0.000242873	711	MADISON LIB 2008 BOND	0.000242873	750	MADISON CO AMB	0.000368489
720	MOSQ ABATE	0.000348296	720	MOSQ ABATE	0.000348296			
730	FLOOD DIST	0.000006515	750	MADISON CO AMB	0.000368489			
750	MADISON CO AMB	0.000368489						
009000		0.011518008	010000		0.013016144	011000		0.013086960
20	COUNTY	0.008065125	20	COUNTY	0.008065125	20	COUNTY	0.008065125
210	SCHOOL DISTRICT #321	0.003690510	210	SCHOOL DISTRICT #321	0.003690510	210	SCHOOL DISTRICT #321	0.003690510
215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417	215	SCH DIST 321 2008 BOND	0.000750417
550	PLANO CEM	0.000295169	510	REXBURG CEM	0.000044930	520	SUGAR CEM	0.000115746
720	MOSQ ABATE	0.000348296	610	MADISON CO FIRE	0.000933266	610	MADISON CO FIRE	0.000933266
750	MADISON CO AMB	0.000368489	710	MADISON LIBRARY	0.000572238	710	MADISON LIBRARY	0.000572238
			711	MADISON LIB 2008 BOND	0.000242873	711	MADISON LIB 2008 BOND	0.000242873
			720	MOSQ ABATE	0.000348296	720	MOSQ ABATE	0.000348296
			750	MADISON CO AMB	0.000368489	750	MADISON CO AMB	0.000368489



**Jefferson Joint School District #251**  
**Every Student Can Learn and Succeed**

3850 E. 300 N.-- P.O. Box 150  
Rigby, Idaho 83442  
208-745-6693

RECEIVED  
OCT 18 2010  
OFFICE OF THE  
STATE BOARD OF EDUCATION

October 14, 2010

State Board of Education

In response to a petition for de-annexation from a group of patrons in Jefferson Joint School District #251, the Board of Trustees considered that petition at their regular meeting on Oct. 13, 2010. The following resolution was approved by the Board of Trustees.

*"A petition for de-annexation of real property from the Jefferson School District #251 and annexation of the same property into the Madison School District having been signed by more than 1/4 of the school district electors in the affected area and it appearing that the proposed change will not result in the Jefferson School District #251 having a bonded indebtedness in excess of the statutory limits the District directs that the petition be forwarded to the State Board of Education for review and action. The District notes that it is able and willing to provided educational services to the children in the affected area, although a significant number of such students are currently attending school in the Madison School District without waivers."*

The Jefferson Joint School District #251 strongly objects to any serious consideration by the State Board of Education of said petition. The State Board, less than seven (7) months ago, considered a petition by the same petitioners, directed that a hearing be held, concluded that hearing, and allowed the electors to decide the issue through the election process. The election was held and failed to meet the requirements of the law for de-annexation.

The Jefferson Joint School #251 Trustees respectfully requests that the State Board allow the results of the election to stand for a reasonable period of time. It is not reasonable that within two (2) months of that failed election, the State and District should have to devote precious time and resources to dealing with this issue, particularly in a year when time and resources are so limited.

The process has been followed. The election has been held. We respectfully ask that the State Board not allow this process to be repeated impacting the time and financial resources of the District and the State.

Respectfully,

A handwritten signature in dark ink, appearing to read "Dr. Glade Peterson".

Dr. Glade Peterson  
Chairman, Board of Trustees  
Jefferson Jt. School District #251

A handwritten signature in dark ink, appearing to read "Ron Tolman".

Dr. Ron Tolman  
Superintendent  
Jefferson Jt. School District #251

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**MINUTES OF BOARD BUSINESS MEETING  
BOARD OF TRUSTEES, MADISON SCHOOL DISTRICT 321  
SEPTEMBER 16, 2010**

**Board Members present**

Kevin Howell  
Tim Anderson

Maria Nate  
Melodi Johnson

David Ward

**Also present**

Marche' Young, Programs Director  
Varr Snedaker, Business Manager

Board Chairman David Ward called the meeting to order in the Superintendent's Office at 5:58 p.m. Melodi Johnson was unable to attend the Executive Session, and arrived at 7:25 p.m., during the Board Business Meeting.

**EXECUTIVE SESSION**

At 6:00 p.m., pursuant to Idaho Code 67-2345(a), Mr. Howell moved that the Board go in to Executive Session for the purpose of discussing personnel issues. The vote was seconded by Ms. Nate and passed with the following vote.

Mr. Ward – yes  
Mr. Anderson – yes

Ms. Nate – yes

Mr. Howell – yes

At 6:56 p.m., Mr. Howell moved that the Board go out of Executive Session. Mr. Anderson seconded the motion which passed unanimously.

**BOARD BUSINESS MEETING**

The meeting was reconvened in the District Board room at 7:03 p.m. Scout Conner Andrews led the Pledge of Allegiance and Maria Nate offered the prayer.

**AGENDA**

Mr. Anderson moved that the Agenda be approved as amended. Mr. Howell seconded the motion which passed unanimously. The amendments to the agenda were to; Employment, adding Justin Harmon as Elementary PE Specialist, adding item "D – Easement for the City of Rexburg" and item "E – Building Analysis" to the Current Business section.

**CONSENT AGENDA**

Mr. Howell moved that the following items on the Consent Agenda be ratified and approved as follows.

**Minutes:** August 19, 2010, Board Business Meeting, as written.  
August 31, 2010, Board Work Meeting, as written.

STATE DEPARTMENT OF EDUCATION  
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September 7, 2010, Board Visitation Meeting, as written.  
September 9, 2010, Board Work Meeting, as written.

**Check #41959 through #42244**, with #41986, #41987, #41988, #41989, #42038, #42047, #42048, #42053, #42080, #42082, #42140, #42176, #42177, #42187, #42218, #42210 and #42226 void.

**Surplus Property** - no surplus property to report this month.

**Employment -**

**New Classified Employees**

Annie Nagamatsu, Systems of Care Youth Coordinator  
Dacia Alba, Systems of Care  
Alan Dunn, Systems of Care  
Jared Jenks, Systems of Care  
Marc Gee, Systems of Care  
Kevin Schultz, Systems of Care  
Gwen Kerbs, Systems of Care  
Robert Potter, Systems of Care  
Chris Helgeson, Middle School Encore Intern  
Michelle Alexander, Bus Driver  
James Meikle, Burton Para Professional  
Deeann Stoddard, Lincoln Para Professional  
Kay-Marie Stanger, Adams Computer Lab Assistant/Lunch Supervisor  
Stephanie Colvin, Kennedy Para Professional  
Janessa Brown, Burton Kindergarten Para Professional  
Charlotte Foster, South Fork Para Professional  
Teri Ashcraft, Lincoln Computer Lab Assistant/Crossing Guard/Lunch Supervisor  
Jeanetta Moseley, Hibbard Para Professional  
Jennifer Andrus, Middle School After School Coordinator  
Stacey Gividen, Middle School Lunch Supervisor  
McKinzie Eaton, Madison High Para Professional  
Keri Carter, Madison High Para Professional  
Lori Packard, Madison High Para Professional  
Diane Ochs, Madison Middle School Para Professional  
Ashley Griffin, Special Services Speech Language Pathologist Assistant  
Sarah Luke, Lincoln Para Professional  
Brynn Saxey, Burton Para Professional  
Michelle Manwaring, Madison High School Para Professional  
Rynda Young, Bus Driver  
Johanna Powell, Madison Jr. High Para Professional  
Mark DeJong, Bus Driver  
Tiffany Jensen, Madison High Para Professional  
Sara Panting, Madison Jr. High Para Professional  
Kristi Rohrer, Lincoln Para Professional  
Todd Adams, South Fork IBI Specialist  
Kim Greenhalgh, South Fork Para Professional  
Samantha Prestwich, Pre-School BYU-I Para Professional  
Amanda Brown, Special Services Para Professional  
John Maurer, Burton PSR Specialist  
Corinne Moseley, Middle School After School  
Lindsey Rydalch, South Fork After School  
Hannah Hepworth, Pre-School Substitute Teacher  
Joella Hallam, Madison High Foodservice  
Billi Erickson, Madison Middle School Foodservice  
Annette Muhlestein, Madison High School Foodservice



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Kim Wadsworth, Hibbard Foodservice  
Rachel Dew, Madison Middle School Foodservice  
Brett Terry, Foodservice Van Driver/Madison High Foodservice  
Mary Jane Williams, Adams Foodservice  
Meredith Wallace, Madison High School Foodservice  
Ashley Gould, Burton Foodservice  
Megan Vickers, Substitute Teacher  
Jaclyn Price, Adams Para Professional  
Chelsea Carle, Burton Pre-School Para Professional  
Shannon Monson, Burton Para Professional

**Added Position of Classified Employees**

Shelby Thompson, Van Driver Foodservice  
Sheldon Nielsen, Bus Driver  
Jennifer Doggett, Burton Pre-School Para Professional  
Lindsey Fuller, South Fork After School Instructor

**Transfer of Classified Employees**

Dean Wilson, from Middle School Custodian to Substitute Custodian  
Kirk Chadwick, from Substitute Custodian to Madison High Annex Custodian  
Paul Phillips, from Summer Maintenance to Madison Jr. High In School Suspension  
Katrina Wygal, from Madison Middle School Foodservice to Substitute Foodservice  
Bettina King, from Substitute Foodservice to Madison Middle School Foodservice  
Lindsey Fuller, from Burton to South Fork Para Professional  
Richard Withers, from Substitute Foodservice to Madison High Foodservice

**Resignation of Classified Employees**

Patricia Pierce, Substitute Foodservice  
Beverly Muir, Madison Middle School Foodservice  
Randi Bowen, Jr. High School Foodservice  
Tammy Sanders, Madison High School Foodservice  
Susan Huber, Madison Middle School Foodservice  
Brett Terry, Van Driver/Madison High Foodservice  
Jan Barnes, Substitute Teacher  
Kristen Call, Substitute Teacher  
Savannah Buckner, Substitute Teacher  
Heather Chester, Substitute Teacher  
Halsey Holt, Substitute Teacher  
Natasha Luehr, Substitute Teacher  
Nicole Mackey, Substitute Teacher  
Connie Thorkelson, Substitute Teacher  
Tawyna Walker, Substitute Teacher  
Lindsey Wilkins, Substitute Teacher  
Phillip Scarbrough, Substitute Teacher  
Debra Hampton, Substitute Teacher  
Robert Hanamaikai, Substitute Teacher  
Jorge Rodriguez, Substitute Teacher  
Lesa Jackson, Substitute Teacher  
Lindy Richins, Substitute Teacher  
Farrell Bush, Substitute Teacher  
Loretta Hall, Substitute Teacher  
Michelle Shakespeare, Substitute Teacher  
Brennen Ames, Substitute Teacher  
Tamara Bidstrup, Substitute Teacher  
Kennedy Button, Substitute Teacher  
Jessica Cheney, Substitute Teacher  
Shea Cook, Substitute Teacher  
Kathleen Crocker, Substitute Teacher

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Samantha Davis, Substitute Teacher  
Linsey Eveland, Substitute Teacher  
Stacy Garner, Substitute Teacher  
Shannon Hamilton, Substitute Teacher  
Isaiah Hawkins, Substitute Teacher  
Noe' Hernandez, Substitute Teacher  
Leslie McCabe, Substitute Teacher  
Kimber Dameron, Substitute Teacher  
Jeorgette Perry, Substitute Teacher  
Talia Poole, Substitute Teacher  
Kristen Rowe, Substitute Teacher  
John Ryszka, Substitute Teacher  
Erin Tolbert, Substitute Teacher  
Zachary Turner, Substitute Teacher  
Ellen Davis, Burton Testing Proctor  
Rena Hartline, Burton Para Professional  
Murri Lund, Madison High Annex Custodian  
Lorene Hall, Madison High Para Professional  
Carolyn Johns, Special Services Para Professional  
Angela Robertson, Madison Middle School Custodian  
Josh Campbell, Adams Classroom/Playground Assistant  
Meredith Wray, Burton Pre-School Para Professional  
Ellen Laird, Burton Pre-School Para Professional  
Emma Bowen, Madison Jr. High, Para Professional/Substitute Teacher  
Brittany Ritchie, South Fork After School Instructor/Substitute Teacher  
Jennifer Ranson, Kennedy PE Specialist  
Carla Hill, Kennedy Para Professional  
Erin Quinton, South Fork After School Instructor  
Wayne Waldron, Bus Driver  
Amy Taylor, South Fork PE Specialist

**New Certificated Employees**

Aubrey Frandsen, Burton 4<sup>th</sup> grade teacher  
Dave Powell, Central High Resource teacher  
Susan Sutton, Burton Kindergarten teacher  
Justin Harmon, Elementary PE Specialist

**Student Teacher**

Emery Garrett, 6<sup>th</sup> Grade Math with Cheri Dobson

The motion to ratify and approve items on the consent agenda was seconded by Mr. Anderson and passed unanimously.

**NEW TEACHER INTRODUCTIONS**

New Teachers hired by the District were in attendance to meet the School Board Members. The Board introduced themselves to the teachers and then each teacher introduced themselves to the Board. The new teachers in attendance were: Cindy Andrews, Bethany Beus, Doug Bitter, Brenda Call, Heidi Dexter, Melinda Duffin, Leslie Evans, Aubrey Frandsen, Sandra Frickey, Lisa Haebele, Cassidy Jacobson, Heather LaRue, Theodore Muller, Blaine Nite, Lori Shirley, Kristin Skillicorn, Merilee Sorensen, William Storm, Ginny Yancey and Dorothy Zohner. Board Members welcomed the new teachers to the District. The teachers who could not come to the meeting will introduce themselves to the Board during the October Board Business Meeting.

**BYU-IDAHO NEWSPAPER REPORTERS**

Mr. Ward told the Board about some students from BYU-Idaho who will be attending Board Meetings. Lauren and Trista told the Board that they will be gathering news items for a class they are taking. They will be attending Board Meetings and talking to Board Members.

**REPORT FROM RUSS WILSON**

Mr. Wilson reported to the Board on the progress of the construction of the new high school auditorium. The seats should be delivered by October 15<sup>th</sup>, and it will take approximately 2 weeks to install them. The stage floor is in the process of curing. Workers are still completing some items in other areas of the High School and security cameras are being installed.

The new Jr. High remodel project began on September 13<sup>th</sup>. Classrooms are being added to the shop area. Completion is set for June 3<sup>rd</sup>.

**SUCCESS STORIES**

Dr. Thomas reported several success stories to the Board. They are listed below.

Money has been donated to the school district from Senator Brent Hill, Representative Mack Shirley and Representative Dell Raybould. The money is to help with school field trips.

Randy Lords has been chosen as a presenter at the National Safety Conference in Las Vegas.

The Girl's Cross Country team placed 7<sup>th</sup> out of 33 teams.

Hibbard Elementary hosted Cody Lundin, from the Discovery Channel's, "Dual Survival" to present to the students.

Freshman football team beat the Blackfoot team.

**MENAN BUTTE ANNEXATION**

On August 16<sup>th</sup>, an election was held for voters in the Menan Butte area to decide whether or not that area would be annexed into Madison School District. The election failed by 5 votes. Jennifer South, who began the annexation process last September, came back to the Board to start the process over. She is hoping to have the question of annexation on the November ballot. Ms. South and Dan South reviewed the process and asked for the Board approval's to re-submit the petition to the State Board of Education. After her presentation, Ms. Johnson moved that the Board approve the petition and having it sent to the State Board of Education. Mr. Howell seconded the motion which passed unanimously. Ms. South asked if the Board could help with campaigning. The Board said there may be some legal questions that would have to be answered first.

**DECLARE HIRING EMERGENCY**

Susan Grover, Resource Teacher at South Fork Elementary is working on obtaining her Special Ed Certificate. She has three years to take the required courses to receive the certificate. The Board must

declare a hiring emergency which allows Ms. Grover to apply for a letter of authorization from the state in order for the District to stay in compliance with state regulations. Mr. Howell moved that the Board declare a hiring emergency to allow Ms. Grover to apply for the letter of authorization. Ms. Nate seconded the motion which passed unanimously.

**EASEMENT FOR THE CITY OF REXBURG**

The District has received a request from the City of Rexburg for an easement from 7<sup>th</sup> South to University Boulevard along 12<sup>th</sup> West, which would be approximately 3 acres in a 50 foot strip. The easement is needed to move power lines and widen 12<sup>th</sup> West. Mr. Anderson moved that the Board authorize Dr. Thomas to proceed in the best interest of the District and bring back information to the Board. The motion was seconded by Mr. Howell and passed unanimously. Dr. Thomas will meet with an attorney, discuss options and bring information back to the Board.

The Board went on to discuss options such as trading the recent \$18,000 permit to remodel the new Jr. High School, which was paid to the City of Rexburg, for the easement. Board Members also asked about a traffic light at the corner of 12<sup>th</sup> West and University Boulevard. Dr. Thomas informed them that the City's plan is to put a round-about on that corner.

**DISTRICT BUILDING ANALYSIS**

Board Members told Dr. Thomas that due to increased student populations, new grants and the need for additional office personnel, the current District Office building is too small. In 2002, the Plant Facility Committee recommended a new central office complex. After the discussion, Board Members authorized Dr. Thomas to analyze options for relocating portions of the District Administration Building.

Board Members also asked to discuss buildings and property in the District during next month's meeting.

**ADJOURNMENT**

At 7:59 p.m., Mr. Anderson moved that the meeting be adjourned. Ms. Nate seconded the motion which passed unanimously.

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Clerk

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Board Chairman

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

September 10, 2010

To Whom It May Concern:

We, as residents of the Menan Buttes, would like to propose the excision of the portion of the Menan Buttes in Madison County which are currently a part of the Jefferson School District to be annexed back into the Madison School District. This would alter current school district boundaries.

The reasons for making this request are as follows:

1. We are Madison County Residents. All of our taxes go to Madison County, except our school district taxes. We would like our school district taxes also going to Madison School District.
2. The majority of children living in the Menan Butte area are attending Madison School District schools and we would like our tax dollars following the schools our children attend.
3. We are taxed for Jefferson school district #251 debts but are unable to vote on items with regard to the schools that our children attend in School District #321.
4. We are Madison county residents, but are not represented on the school board because we are not a part of Madison School District.
5. As Madison county residents, we do not want to petition each year to be allowed to attend Madison schools with the fear each year that our children will not be permitted to attend the schools of our choice.
6. We want to continue to have our children bused to and from school with adequate funding going to Madison School District #321 Transportation Department.

A current legal description of the property is as follows:

Beginning on the SW corner of Section 34, Township 6 North, Range 38 EBM; thence W to the NW corner of Section 3, Township 5 North, Range 38 EBM to the Madison-Jefferson County Line; thence S on the Madison-Jefferson County Line approximately  $3\frac{1}{4}$  miles, more or less, to the Snake River; thence following the center line of the meanderings of the Snake River and the Madison-Jefferson County Line in a SE direction, approximately 2 miles, more or less, to a point where the South Fork of the Snake River meets the North Fork of the Snake River at approximately the SW corner of the NW  $\frac{1}{4}$  of Section 13, Township 5 North, Range 38 EBM; thence following the centerline of the meanderings of the North Fork of the Snake River upstream, approximately 3 miles, more or less, to the Northline of Section 1, Township 5 North, Range 38 EBM; thence W  $1\frac{1}{2}$  miles, more or less, to the point of beginning.

According to the IDAPA regarding altering school district boundaries section 050...then .04, regarding market value the current area under discussion, and described above, has a market value of \$10,089,286. All of Jefferson County has a taxable market value of \$895,283,963. The Menan Butte Area has a value of \$49,580.54 in tax charges for the schools. The tax auditor stated that this does not place Jefferson School District with a bonded debt in excess of the limit proscribed by law. This was also confirmed by attorney, Paul B. Rippel, at a hearing discussing this information on April 7, 2010.

This change in school district boundaries would be in the best interest of the majority of the children in this area for a variety of reasons:

1. There are approximately eighty-two children in this area. Of these eighty-two, sixty-two children are attending school. ***Fifty-two of these sixty-two children are attending schools in Madison School District.*** Six of the remaining children are attending schools in Jefferson School District. Two of the children are attending schools in the Sugar City School District, and two are attending a charter school in Idaho Falls. The rest of the children, totaling twenty, are infants, toddlers, or young children not attending school yet, but the majority of them are from families that are planning to send them to Madison School District schools. The vast majority of children on the Menan Buttes are attending Madison School District Schools. We would like our tax dollars following our children.
2. The children on the Menan Buttes, that are attending Madison schools, want to continue to do so, without changing school districts. They are neighbors and friends that enjoy being a part of Madison School District.
3. The Menan Butte area parents are deeply involved in the schools, participating as classroom Moms, PTO members, volunteers in Madison School District, coaches of sports teams, etc. and would like to continue providing this support to the district.
4. Madison School District provides a quality and level of education that the Butte parents appreciate in the areas of music, academics, extra-curricular and social activities. We also appreciate the school districts' focus that encourages each child to be successful individuals at their homes, at school and in the community.
5. The children on the Buttes are able to safely get to and from the Madison School District schools on the bus and the distance from the schools is not prohibitive, due to the closeness of the schools to the Buttes.

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6. Each child and their parents are very pleased with the education they are receiving in Madison School District and would like their children to continue being able to attend these schools.

We realize that on August 16, 2010, we had the opportunity to vote on excising this area from Jefferson School District and annexing this area into Madison School District, and the vote failed. We feel that it failed for at least two reasons.

1. Several patrons were confused by the wording on the ballot. They thought that Question 2 of the ballot was telling them that they would have to assume not only Madison School District debt but also continue to pay on Jefferson School District debt.
2. Many patrons assumed that this vote would pass overwhelmingly because there are more families with children attending Madison schools compared with families with children attending Jefferson Schools. However, the people who did not vote did not take into account property owners, with no children in school, who would go over and vote. These voters were also led to believe that their neighbors' children would not be allowed to continue to attend schools in Rigby if this vote passed and they are loyal Rigby boosters with children who graduated from Rigby High School. We would hope that this is not true. We believe all families should be able to choose what school will best serve their children's educational needs. All schools are in great need of tax money and they did not want to see all those tax dollars leaving Jefferson. We feel that our tax dollars should follow the schools; the majority of the children are attending.

Attached to this petition are letters from several people who did not vote who have stated that had they taken the opportunity, they would have voted yes. If each of these people had voted, this election would have passed with a super majority.

A map of the proposed area of Annexation has been attached to this petition along with a typed list and original signatures of those supporting this petition. Please allow us another opportunity to be excised from Jefferson County Joint School District No. 251 and be annexed into Madison School District No. 321.

Sincerely,

The Madison Butte Annexation Committee:

Richard and Lorie Cannon  
Jeff and Susan Crandall  
Gary and Heather Olaveson  
Dan and Margo South  
Jason and Jennifer South

STATE DEPARTMENT OF EDUCATION  
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Signatures for our petition      Address      Phone #s

Ben Lindsey	984 East Butte Rd	754-4093
Margo South	9124 Outlaw Pass	754-4998
Daniel South	9124 Outlaw Pass	754-4998
Edmund Williams	9286 Outlaw Pass	754-4107
Arlene Williams	9286 Outlaw Pass	754-4107
Lana Hill	9200 Outlaw Pass	754-0004
Marlene Berry	4085 Ridge Run	881-4374
Arlin Berry	4085 Ridge Run	881-4374
Sara Hartshorn	4169 Crossdraw Trail	754-9300
David Hartshorn	4169 Crossdraw Trail	754-9300
Josh South	4218 Crossdraw Trail	754-0414
Francis South	4218 Crossdraw Trail	754-0414
Darryl Cunningham	9633 Rustlers Trail	754-8692
Cindy Cunningham	9633 Rustlers Trail	754-8692
Darryl Cody Cunningham	9633 Rustlers Trail	754-8692
Karen Taylor	9141 Outlaw Pass	754-4142
Duane Taylor	9141 Outlaw Pass	754-4142
Jennifer South	9138 Outlaw Pass	754-9304
Jason South	9138 Outlaw Pass	754-9304
Courtenay South	9420 Outlaw Pass	754-0034
Andrew South	9420 Outlaw Pass	754-0034
Jenny Lindsey	984 E. Butte Rd	754-4093
MarcAnna Gohr	976 Twin Butte Rd	754-4296
Tyler Gohr	976 Twin Butte Rd	754-4296
Derek Gohr	976 Twin Butte Rd	754-4296
Laura Byrd-Schwendiman	1000 E. Butte Rd	754-4143
Matt Taylor	9141 Outlaw Pass	754-4142
Windy Melguard	9884 Rustlers Trail	754-4393
Norma Galazin	3640 S. Butte Rd	589-2105
John Galazin	3640 S. Butte Rd	589-0521
Susan Crandall	3612 S. Butte Rd	754-8536
Jeff Crandall	3612 S. Butte Rd	754-8536
Myrna South North	Owens a large portion of property on the South Menan Butte	801-272-7765
M'Jean Lund	Owens a large portion of property on the South Menan Butte	801-295-1598
Gary Lund	Owens a large portion of property on the South Menan Butte	801-295-1598
Linda Kelsey	3680 S. Butte Rd	754-9346
Eugene Kelsey	3680 S. Butte Rd	754-9346
Josh Crandall	3612 S. Butte Rd	403-4357



STATE DEPARTMENT OF EDUCATION  
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Barry South	3714 S. Butte Rd	754-0059
Elinor South	3714 S. Butte Rd	754-0059
Dianna Poston	3714 S. Butte Rd	754-0059
Jason Poston	3714 S. Butte Rd	754-0059
Heather Olaveson	896 Twin Butte Rd	754-9381
Gary Olaveson	896 Twin Butte Rd	754-9381
Elaine Gundersen	905 Twin Butte Rd	521-9447
Jessica Gundersen	905 Twin Butte Rd	351-0344
Lorraine McDonald	892 Twin Butte Rd	754-0409
Howard McDonald	892 Twin Butte Rd	754-0409
Daniel Crandall	3612 S. Butte Rd	754-8536
Tamra Garner	907 Twin Butte Rd	754-9916
Daris Garner	907 Twin Butte Rd	754-9916
Sean Crandall	3612 S. Butte Rd.	754-8536
Richard Cannon	1161 East Butte Rd	754-7568
Lorie Cannon	1161 East Butte Rd	754-7568
Randy Hardman	1215 East Butte Rd	754-0408
Aline Hardman	1215 East Butte Rd	754-0408
Michael Hardman	1215 East Butte Rd	754-0408
Jesse Hardman	1215 East Butte Rd	754-0408
Nicole Burbank	9774 Rustlers Trail	604-4177
Levi Burbank	9774 Rustlers Trail	604-4177
Dan Smith	1162 East Butte Rd	754-0467
Matt Beard	1122 East Butte Rd	201-2226
Jennifer Beard	1122 East Butte Rd	201-2226
Kimberly Howard	1152 East Butte Rd	243-1608
Glen Howard	1152 East Butte Rd	243-1608

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By signing this petition, I agree that I would like to have the portion of Madison County, on the Menan Buttes, which are currently a part of Jefferson School District, annexed back into Madison School District. I also understand that ~~my property taxes will be lowered and that~~ I will assume Madison School District debt and not pay on the Jefferson School District Debt any more.

Signature	Address	Email Address	Phone number	I understand that I assume Madison School District debt, and not pay on Jefferson School District debt
Jenny Lusk	984 E. Butte Rd	jennylulu77@yahoo.com	754-4093	✓
Margo South	9124 Outlaw Pass	margo@dmek.com	754-4998	✓
David South	9124 Outlaw Pass	South@dmek.com	754-4998	✓
Ed Williams	9286 Outlaw Pass	Trop@space.com	754-407	✓
Adene Williams	9286 Outlaw Pass	tree mama@hotmail.com	"	✓
Jonah Hill	9200 Outlaw Pass	lanasfame@hotmail.com	754-0004	✓
Marlene Berry	4585 Ridge Run	arlingberry@gmail.com	881 4374	✓
Erin Berry	"	"	"	✓
Sara Karpf	4169 Crossdraw Trail	CPPT HAWKS HERRIN @TSTW141L.COM	754-9300	✓
Ph South	4218 Crossdraw Trail	100@southinc.com	754-0411	✓
Chris South	"	100@southinc.com	754-0414	✓
Darryl	9633 Rutter's Tr.	Darryl@dmek.com	754-8672	✓
Cindy Cunningham	"	cindys42@yahoo.com	754-8672	✓
Darryl G. Cunningham	9633 Rutter's Trail		754-8672	✓
Karen Taylor	9141 Outlaw Pass	taylor-dw@a.com	754-4142	✓
Duane Taylor	9141 Outlaw Pass	Taylor-dw@a.com	754-4142	✓
James South	9138 Outlaw Pass	James@southinc.com	754-9304	✓
Courtney South	9420 Outlaw Pass	courtney.south@gmail.com	754-0034	✓
John South	9420 Outlaw Pass	"	754-0034	✓
Jenny Lusk	984 E. Butte Rd	jennylulu77@yahoo.com	754-4093	✓
Marlene Berry	9704 Wint. Sutter		754-4296	✓
Sybil Gons	"		"	✓
Derek Gons	"		"	✓
Taura Bond-Schwendeman	"	c.schwendeman@ida.net	754-4143	✓

By signing this petition, I agree that I would like to have the portion of Madison County, on the Menan Buttes, which are currently a part of Jefferson School District, annexed back into Madison School District. I also understand ~~that my property taxes will be increased~~ that I will assume Madison School District debt and not pay on the Jefferson School District Debt any more.

TAB 3 Page 91

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

By signing this petition, I agree that I would like to have the portion of Madison County, on the Menan Buttes, which are currently a part of Jefferson School District, annexed back into Madison School District. I also understand that ~~my property taxes will be lowered and that~~ I will assume Madison School District debt and not pay on the Jefferson School District Debt any more.

Signature	Address	Email Address	Phone number	I understand that I assume Madison School District debt, and not pay on Jefferson School District debt and that property taxes will go down slightly.	
Norma Gallegos	3640 S. Butte Rd.	normagallegos@aol.com	589-2105	✓	} see opposite side petition
John Gallegos	3640 S. Butte Rd.	johnagallegos@gmail.com	589-0521	✓	
Chris Randall	3612 So. Butte Rd.	randallc15@yahoo.com	754-8536	✓	
John Randall	" "	" "	" "	✓	} see attached
Myrna South North	7431 LOST CANYON CIR SALT LAKE CITY, UTAH	msouth@fnu.edu	801-272-7765	✓	
Deane Lund	2544 So. 150 W. BOONVILLE, ILLINOIS	lundland@gmail.com	801-295-1598	✓	
Jerry Lund	" "	" "	" "	✓	} see attached
Glenn Kelso	3680 S. Butte Rd.	genekelso@peoplepc.com	754-9346	✓	
Ernest Kelso	" "	" "	" "	✓	
John Smith	3602 S. Butte Rd.	CIA05016@RYU.EDU	2087403-4357	✓	} see attached
Fanny Smith	3714 S. Butte Rd.		2087540059	✓	
Edwin Smith	3714 S. Butte Rd.		2087540059	✓	
Anna Poston	3714 S. Butte Rd.	dsposton@gmail.com	2087540059	✓	} see attached
John Poston	3714 S. Butte Rd.	" "	2087540059	✓	
Patricia Lawson	896 Twin Butte Rd.	holaverson@hotmail.com	754-9381	✓	
Dan Plave	896 Twin Butte Rd.		201-0210	✓	} see opposite side - phoned thru
Edmund Gunders	905 Twin Butte Rd.	gunderbag@gmail.com	521 9447	✓	
Roberta Gunders	905 Twin Butte Rd.	gunderbag@gmail.com	351 0344	✓	
Myrna Gunders	892 Twin Butte Rd.		754-0409	✓	} see attached
Veronica Gunders	832 Twin Butte Rd.	veronica.gunders@madison.tx.us	754-0409	✓	
* Daniel Crandall	TEXAS SAN ANTONIO MISSION	daniel.crandall@myids.mai.net	754-8536	✓	
Tanya Gunders	907 Twin Butte Rd.	tgunders@madison.tx.us	754-9916	✓	
Donna Gunders	907 Twin Butte Rd.		754-9916	✓	
Sean Crandall	3612 So. Butte Rd.		754-8536		

John & I were not in the area when this vote took place. Please note that we are in favor of annexing back into the Madison School District.

Thank you  
Norma Kalagiri

Gene & I had not been informed about the issues concerning Menan Buttes' children being allowed to attend the Madison Schools. We are in favor of annexing back into the Madison School District.

Linda Kelsey

We ~~were~~ not living in this area at the time, so we did not vote the first time around.

Taura Jarama  
Dana Warner



STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

September 13, 2010

To Whom It May Concern:

I, Ben Lindsey, would like to voice my support for the Menan Butte area, that is already a part of Madison County, but is currently in the Jefferson School District, to be excised from Jefferson County School District #251 and annexed into Madison School District #321. I would also agree to assume the debt of Madison School District #321 existing debt and levies. I did not make it over to vote on the day of voting, August 16, 2010, due to work obligations, and regret not being able to make it. Had I been able to make it, I would have voted yes to both questions. Please allow us to have another chance to vote on this excision and annexation. I thought the vote would pass without my vote, but I now know that every vote counts.

Sincerely,

Ben Lindsey



I would have voted on August 16, 2010 yes for both questions on the ballot however, the vote times were different than I thought and I was unable to vote during the designated times due to work.



STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

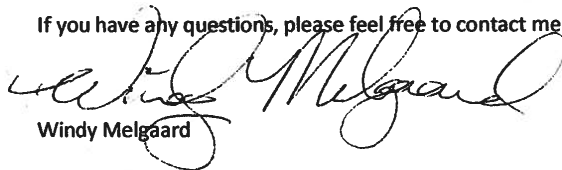
Windy Melgaard  
9884 Rustlers Trail  
Menan, Idaho 83434  
208-754-4393

September 15, 2010

To whom this may concern,

I live at the Menan Butte and my son attends Burton Elementary, in the third grade. I was planning on voting to annex into the Madison School District but I was stuck in a meeting in Idaho Falls that ran later than expected. My vote would have been to be annexed. I have been very happy with Burton Elementary.

If you have any questions, please feel free to contact me.



Windy Melgaard



STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

To Whom it may concern:

September 12, 2010

This is in regards to the Menan Buttes annexation into Madison School District 321. I was unable to vote that day because of work obligations. Had I had the opportunity to vote I would have voted for the annexation and to assume Madison School Districts debt.

Thank you

A handwritten signature in black ink, appearing to read "Kyle Scher". The signature is written in a cursive, flowing style.

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

To Whom it may concern:

September 12, 2010

This is in regards to the Menan Buttes annexation into Madison School District 321. I was unable to vote that day because of work obligations. Had I had the opportunity to vote I would have voted for the annexation and to assume Madison School Districts debt.

Thank you

A handwritten signature in black ink, appearing to read "Derek Gamm". The signature is written in a cursive style with a large, stylized "D" and "G".

John & I were not in the area when this vote took place. Please note that we are in favor of annexing back into the Madison School District.

Thank you  
Norma Kalagin

Gene & I had not been informed about the issues concerning Menan Butts' children being allowed to attend the Madison Schools. We are in favor of annexing back into the Madison School District.

Linda Kelsey

We ~~were~~ not living in this area at the time, so we did not vote the first time around.

Tamra Garner  
Dawn Farmer

STATE DEPARTMENT OF EDUCATION  
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M'Jean and Gary Lund  
2544 S 150 W  
Bountiful, UT

Friday, September 10, 2010

To Susan Crandall and to Whom it May Concern,

We were unaware that there was an issue concerning sending children who reside on the Menan Butte to Madison County for school. We were not in the area at the time of the previous ballot.

We authorize Susan Crandall to sign our names on a petition to have the issue put on the ballot again.

This is our understanding of the petition:

By signing this petition, I agree that I would like to have the portion of Madison County, on the Menan Buttes, which are currently a part of Jefferson School District, annexed back into Madison School District. I also understand that ~~my property taxes will be lowered and that I will assume Madison School District debt and Not pay on the Jefferson School District Debt any longer.~~



M'Jean Lund



Gary Lund

P.S. We will send our signed copy, in care of Susan Crandall, in the mail.

STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

**From:** Myrna South (msouth@tnw.com)  
**To:** crandalls.domicile@yahoo.com;  
**Date:** Fri, September 10, 2010 8:24:11 PM  
**Cc:**  
**Subject:** RE: Petition

To Susan Crandall and to Whom it May Concern,

I was unaware that there was an issue concerning sending children who reside on the Menan Butte to Madison County for school. I was on a mission in San Diego from May 2008 to December 2009.

I authorize Susan Crandall to sign my name on a petition to have the issue put on the ballot again.

This is my understanding of the petition:

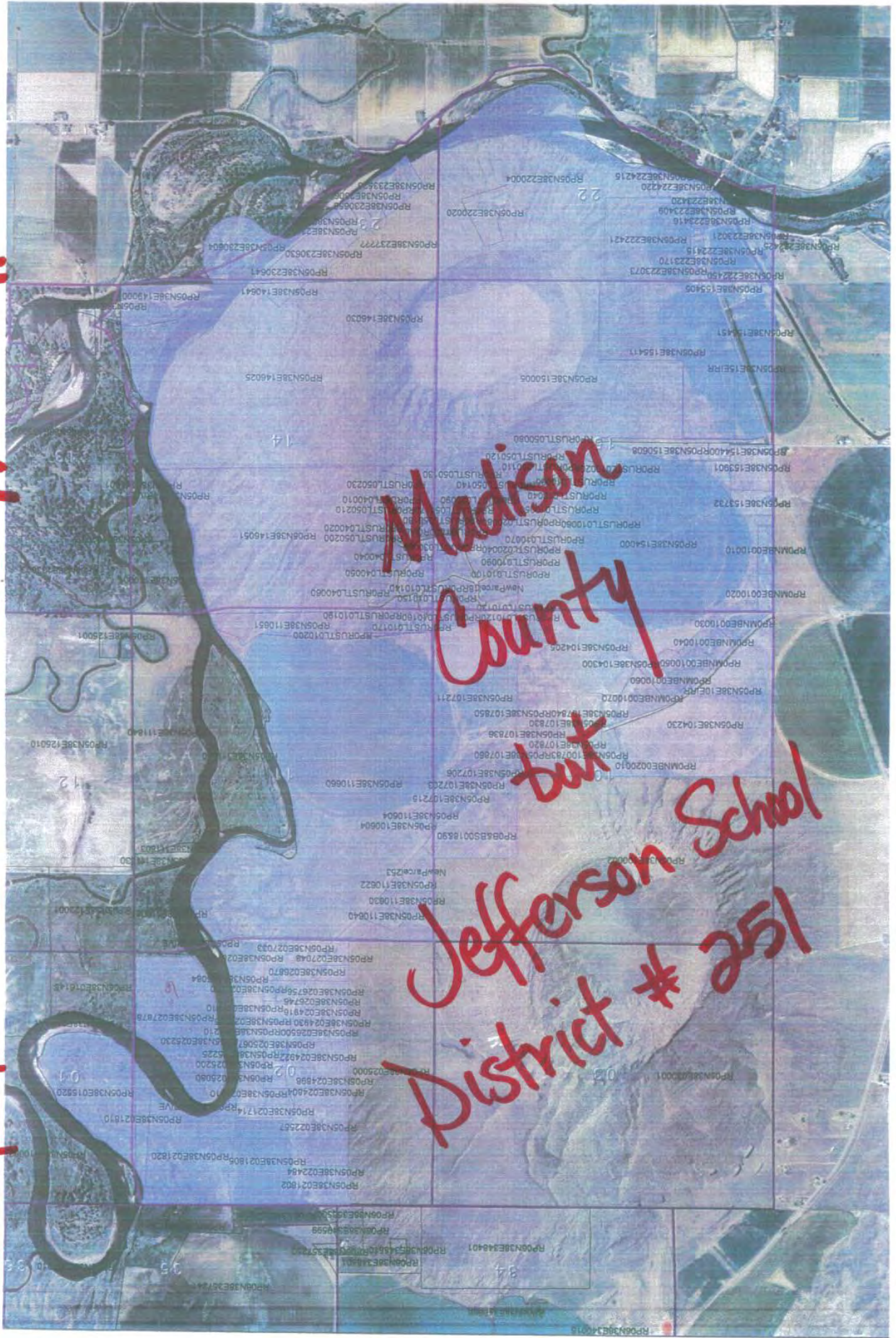
By signing this petition, I agree that I would like to have the portion of Madison County, on the Menan Buttes, which are currently a part of Jefferson School District, annexed back into Madison School District. I also understand that ~~my property taxes will be lowered and that~~ I will assume Madison School District debt and Not pay on the Jefferson School District Debt any longer.

Myrna Lynn South North





Currently  
All purple area is Madison City, but Jeff. District 251



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STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011



## Madison School District 321

290 North First East; P.O. Box 830; Rexburg, ID 83440 (208) 359-3300 - phone, (208) 359-3345 - fax <http://www.d321.k12.id.us>

Geoffrey M. Thomas, Ed.D.  
*Superintendent*

Varr Snedaker, CPA  
*Business Manager*

Michael Bennett  
*Special Services Director*

3-9-11

To whom it may concern,

This letter is in support of those Menan Butte residents seeking to annex the area in question into Madison School District 321 boundaries.

For many years the parents who live in the Menan Butte area have chosen to send their children to Madison schools. We have welcomed these children into Madison and they have been a blessing to our schools and district.

Madison is a state leader in academics, athletics and the fine arts. Consistently we rank within the top three Idaho school districts for highest test scores and we provide a multitude of opportunities to prepare children for college, career and citizenship.

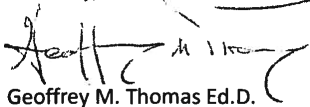
It is my understanding that currently <sup>55</sup>~~48~~ of the <sup>61</sup>~~56~~ school age children residing in the Menan Butte area are now attending Madison School District 321 schools.

If the annexation is ultimately approved, the impact on the current tax rates is negligible. Based on the 2010 levy rate calculation, the Madison rate will drop from 4.44 per thousand tax levy rate to 3.97 per thousand and Jefferson will rise from 4.34 per thousand to 4.70 per thousand. The overall budgetary impact will also be negligible as the number of students in both districts will remain unchanged.

My perception is that the Menan Butte neighborhood climate will remain unchanged and no greater cultural division will occur with the potential annexation. The approval will simply be an acknowledgement of the current viewpoints regarding school selection of the residents who have requested that Madison as their district of choice.

Please give the petitioners and their request every consideration.

Sincerely,



Geoffrey M. Thomas Ed.D.  
Superintendent

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STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011



*Jefferson Joint School District #251*  
**Every Student Can Learn and Succeed**

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3850 E. 300 N.-- P.O. Box 150  
Rigby, Idaho 83442  
208-745-6693

March 31, 2011

To: Honorable Members of the State Board of Education

RE: April 21, 2011 State Board Agenda  
Department of Education Item  
School District Boundary Alteration Jefferson/Madison

I represent Jefferson County School District #251 and the Board of Education for that District. We feel that that it is important that the State Board be cognizant of several facts as they consider this issue.

The hearing process this time left much to be desired. Neither of the school districts involved were notified of the hearing in a timely manner. District 251 had no notice until the Friday prior to the hearing that was scheduled on the following Wednesday. District 321 was not notified until the Monday prior to the Wednesday hearing. The hearing was scheduled at the exact same time when District 251 was holding their monthly Board meeting and consequently only one Board member could attend the hearing. However, the petitioners had ample notice with the opportunity to schedule, plan, and organize for their testimony. While we are not interested in filing a formal complaint or requesting an additional hearing, we do feel it must be noted that the typical open and timely process followed by the State Board in the past was not followed in this case.

More importantly, we urge the State Board of Education to put this matter to rest. Enough time and energy has been expended on an issue that has already been decided by a vote of the people on August 16, 2010. It does not seem reasonable that the State Board will continue to allow the petitioners to perpetually petition on an issue that has been decided following the established rules and regulations. We assert that it is not reasonable to allow the time and effort of the local districts and the State Board to be devoted to this issue when so many other important issues must be addressed.

We would also like to mention that although technically this change of school district boundaries does not result in placing the bonded indebtedness of Jefferson County School District #251 beyond the limit prohibited by law, it does create an additional burden on those patrons who remain. It would result in a loss of approximately \$16,000,000 in assessed valuation and a loss of approximately \$660,000 of property taxes that had been anticipated for repayment of recently approved bonds.

We appreciate your consideration of our thoughts on this issue and hope that you will agree that this issue has already been decided as evidenced by a failed election to address the issue.

Your thoughtful consideration is much appreciated.

Thank you,

A handwritten signature in black ink that reads "Ron Tolman". The signature is written in a cursive, flowing style.

Dr. Ron Tolman, Superintendent

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STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

Menan Butte Annexation  
Affects of Levy Changes  
Based on 2009 & 2010 Levy Rates

	Levy Rate per \$1000	Difference	Home Value	Change in Tax	Butte Area Net Assessed Value	Total Levies	Change in Levy Rate per \$1000	Revised Levy Rate
<b>2009 L-2 Property Tax:</b>								
Madison SD	4.427732	<b>-0.48643</b>	100,000	<b>-48.6431</b>	10,089,286	\$ 5,179,447	<b>-0.513361104</b>	3.9143709
Jefferson SD	4.914163				(10,089,286)	\$ 4,453,233	<b>0.441382373</b>	5.35554537
<b>2010 L-2 Property Tax:</b>								
Madison SD	4.440927	<b>0.096171</b>	100,000	<b>9.6171</b>	11,167,321	\$ 5,211,877	<b>-0.466707906</b>	3.97421909
Jefferson SD	4.344756				(11,167,321)	\$ 3,976,146	<b>0.356051913</b>	4.70080791

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**STATE DEPARTMENT OF EDUCATION**  
**APRIL 20-21, 2011**

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**SUBJECT**

Appointments to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

Idaho Statute sets forth criteria for membership in the Professional Standards Commission, including two of the following representatives.

Nominations were sought for the positions from the Idaho Department of Education and the Idaho Education Association. Resumes for interested individuals are attached. Both appointments would begin July 1, 2011 and end June 30, 2014.

Idaho Department of Education:

Nick Smith, State Department of Education (re-nomination)

Secondary Classroom Teacher:

Dan Sakota, Madison School District #321 (re-nomination)

Pamela Danielson, Orofino Joint School District #171

Valerie Williams, Blackfoot School District #55

**ATTACHMENTS**

Attachment 1 – Resume for Nick Smith	Page 3
Attachment 2 – Resume for Dan Sakota	Page 7
Attachment 3 – Resume for Pamela Danielson	Page 9
Attachment 4 – Resume for Valerie Williams	Page 15

**BOARD ACTION**

A motion to approve Nick Smith as a member of the Professional Standards Commission for a term of three years, effective July 1, 2011 through June 30, 2014, representing the Idaho Department of Education.

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

A motion to approve \_\_\_\_\_ as a member of the Professional Standards Commission for a term of three years, effective July 1, 2011 through June 30, 2014, representing secondary classroom teachers.

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

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**STATE DEPARTMENT OF EDUCATION**  
**APRIL 20-21, 2011**

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3801 Kootenai St. • Boise, ID • 83705  
Phone (208) 598-1102 • E-mail [NWSmith@sde.idaho.gov](mailto:NWSmith@sde.idaho.gov)

**NICHOLAS W. SMITH**

**EDUCATION**

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- |      |  |
|------|--|
| 2006 | University of Idaho<br><i>Masters Educational Leadership</i>   |
| 2002 | University of Idaho<br><i>Bachelor of Science Education</i><br><i>Secondary Education Social Science Major, Health Minor</i> |

**PROFESSIONAL EXPERIENCE**

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- |             |  |
|-------------|--|
| 2007 – 2011 | Idaho State Department of Education<br><i>Deputy Superintendent of School Support Services</i> <ul style="list-style-type: none"><li>• Overseeing programs areas of Teacher Certification and Professional Standards, Coordinated School Health, Driver Education, Indian Education</li><li>• Work directly with Rural Schools, Alternative Schools, School Accreditation</li></ul>  |
| 2006        | Idaho State Department of Education<br><i>Civic Education Coordinator</i> <ul style="list-style-type: none"><li>• Supporting Idaho's Civic Mission of Schools in K-12 education</li><li>• Providing resources and training to support Idaho's districts in their mission to infuse Civic Education, Character Education and Service Learning into their schools</li><li>• Established partnerships working with Adult Basic Education and Idaho Digital Learning Academy in relation to curriculum development, marketing and promotion of courses</li></ul> |
| 2003 – 2006 | Bliss School District<br><i>Dean of Students/ Social Studies and Health Teacher</i> <ul style="list-style-type: none"><li>• Duties of Jr. High and High School principal</li><li>• Director of Gifted and Talented program (K-12)</li><li>• Administrator of school wide Professional Technical Education programs</li><li>• Advisor for local National Honor Society</li><li>• Teacher: American Government, Idaho History, Health</li></ul>  |
| 2002 – 2003 | Bliss School District<br><i>Social Studies / Health Teacher</i>  |

**STATE DEPARTMENT OF EDUCATION  
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- World Geography
- Idaho History
- U.S. History
- World History
- Health

**CERTIFICATIONS**

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*Administration Certification*

*Standard Secondary*

- Social Studies 6 – 12
- History 6 – 12
- Health 6 – 12

*Idaho Technology Test*

- Passed Spring 2002

**SPECIAL SKILLS**

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*Teaching – Center for Civic Education programs*

- We The People: Citizens and the Constitution
- Project Citizen

*Coaching*

- Track and Field
  - Hurdles, Sprints, Distance, High Jump, Long Jump, Shot Put, Discus
- Basketball

**HONORS AND DISTINCTIONS**

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2005 – 2006	North Side Conference Boys Track and Field Coach of the Year
2004 – 2005	North Side Conference Boys Track and Field Coach of the Year
2003 – 2004	Idaho 4 <sup>th</sup> District Boys Track and Field Coach of the Year
2003 – 2004	North Side Conference Boys Track and Field Coach of the Year
	National Society of Collegiate Scholars
	University of Idaho's Deans List
	Phi Eta Sigma National Honor Society

**STATE DEPARTMENT OF EDUCATION  
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Golden Key National Honor Society

University of Idaho Athletic Honor Role

University of Idaho Scholar Athlete

**ADDITIONAL PROFESSIONAL ACTIVITIES**

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**Grant Writing and Management**

2007 – 2008

*Rural Education Achievement Program (REAP) Grant and Program Manager*

- Managed the Rural and Low Income School Program and the Small Rural School Achievement Program Federal grants which provide funding to rural schools to address their unique needs

2006

*English Language Civics Grant*

- Joint project with the Idaho Digital Learning Academy and Adult Basic Education
- A grant that funded the creation of an online Citizenship Education program to educate immigrants in civics and the English language

2006

*Learn and Serve Idaho*

- Managed Idaho's Service Learning Grant
- Reviewed Learn and Serve school/district grant applications
- Filed grant progress and closeout reports

2006

*Character Education Sustainability Grant*

- Infuse and sustain Character Education into the Bliss School District's curriculum and overall school vision and mission

**Committees and Commissions**

2007 – Present

*Idaho State Accreditation Committee*

- Served as a Commissioner of the Idaho State Accreditation Committee for Northwest Association of Accredited Schools (NAAS)
- Represented the State Department of Education in the Accreditation process

2007 – Present

*Rural Education Taskforce*

- Served as Chairman of the Rural Education Taskforce
- Worked to identify solutions to the issues facing Rural Schools

2007 – Present

*Professional Standards Committee*

- Served as liaison between the PSC and the State Department of Education
- Served on the Standards Sub-committee

**STATE DEPARTMENT OF EDUCATION**  
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2007 – Present	<i>State Department of Education Representative to the Idaho Association of Secondary School Principals</i> <ul style="list-style-type: none"><li>• Served as liaison between LASSP and the State Department of Education</li></ul>
2006	<i>Social Studies Roundtable</i> <ul style="list-style-type: none"><li>• A group of social studies educators brought together to:<ul style="list-style-type: none"><li>○ Increase collaboration between social studies organizations</li><li>○ Increase participation, professional development and the profile of Social Studies throughout the State of Idaho</li></ul></li></ul>
2006	<i>Abraham Lincoln Bicentennial Commission</i> <ul style="list-style-type: none"><li>• Idaho State Department of Education representative on the Commission established by Governor Dirk Kempthorne to plan for a statewide recognition and celebration of the 200<sup>th</sup> Anniversary of Lincoln's birth on February 12, 2009</li><li>• Specific task of planning the role that schools will play in the Bicentennial celebration</li></ul>
2003 – 2006	<i>International Education Taskforce</i> <ul style="list-style-type: none"><li>• Lesson developer</li><li>• Education missions to:<ul style="list-style-type: none"><li>○ Germany</li><li>○ Basque Country, Spain</li><li>○ China</li><li>○ Jordan</li></ul></li></ul>
2002 – 2006	<b>Other Activities</b> <i>Center for Civic Education Project Citizen Idaho District Coordinator</i> <ul style="list-style-type: none"><li>• National Trainer for Project Citizen</li><li>• Mentoring teachers on the use of Project Citizen in their classrooms at Project Citizen Regional Institutes</li><li>• Promoting Project Citizen in Idaho</li><li>• Supporting teachers who use Project Citizen in the classroom</li></ul>
2002 – 2006	<i>Coaching</i> <ul style="list-style-type: none"><li>• Head Boys Track Coach: 2003, 2004, 2005, 2006</li><li>• Varsity Boys Basketball Coach: 2003-04, 2004-05, 2005-06</li><li>• J.V. Boys Basketball Coach: 2002-03, 2003-04, 2005-06</li></ul>
1998 – 2002	<i>University of Idaho Track and Field Team</i> <i>Decathlete / 110 Meter High Hurdles</i> <ul style="list-style-type: none"><li>• 3<sup>rd</sup> Place Decathlete Big West Conference Championships 2002</li><li>• Outdoor Big West Conference Team Championship 1999 – 2000</li></ul>

**STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011**

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3830 East 196 North  
Rigby, Idaho 83442

(208) 745-1596 (H)  
(208) 520-2253 (C)  
[sakotad@d321.k12.id.us](mailto:sakotad@d321.k12.id.us) (W)  
[dssak@earthlink.net](mailto:dssak@earthlink.net) (H)

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# Dan Sakota

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## Objective

I am applying for a position on the Idaho Professional Standards Commission as a Classroom Teacher.

## Education

Continuing Credits	1978 – Present	Brigham Young University Idaho State University University of Idaho Northwest Nazarene University The College of Idaho
BS Mathematics Education	1976	Idaho State University

## Professional Experience

1976 – Present	Mathematics Teacher – Madison School District #321
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## Additional Professional Activities

National Education Association Executive Board  
American Youth Soccer Organization – Rexburg Organizer  
Coach – Girls' Basketball  
Coach – Girls' Volleyball  
Rexburg Education Association – President; Negotiator  
Idaho Education Association – Vice President  
Idaho Education Association Region 6 – President  
National Education Association Executive Committee

## Professional Memberships

National Education Association  
Idaho Education Association  
Rexburg Education Association  
National Council of Teachers of Mathematics (NCTM)  
Idaho Council of Teachers of Mathematics  
Parent – Teacher Association (PTA)  
Japanese - American Citizen League  
NEA Asian – Pacific Islander Caucus  
NEA Women's Caucus

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**STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011**

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**Pamela E Danielson**

Home - 44039 Bobbitt Bench Rd Peck, Idaho 83545 pamd@cpcinternet.com 208-486-6361  
School - 300 Dunlap Road Orofino, Idaho 83544 danielp@sd171.k12.id.us 208-476-5557

Teaching  
Experience

**Orofino High School** Aug. 2007 to present

- U.S. History - 10th grade
- World History and Honors World History - 9<sup>th</sup> grade
- Street Law - 9<sup>th</sup> - 12<sup>th</sup> grade

**Orofino Junior High**

- 7<sup>th</sup> Grade Social Studies
- 8<sup>th</sup> Grade Social Science Exploratory and Project Citizen Coordinator

**Orofino Elementary** 6th Grade 1980 - 1996

- Social Sciences Department head
- Teaching American History Grant (Frontiers) participant
- Youth Legislature Advisor
- Mock Trial Advisor
- Technology Committee Member
- Member District Social Studies Committee
- Character Education committee
- Safe and Drug Free Schools District Member
- Idaho Learn and Serve Grant recipient

Awards -  
Accomplishments

- Patriot's Award from VFW - 2004 - 2009
- Participant Goethe's Transatlantic Outreach Program to Germany 2008
- Presenter at Idaho Council History Educators - Oct. 2004, Oct. 2007
- Idaho Middle School Teacher of the Year 2006 - Region II
- National Council for Social Studies Membership Committee member 2006 - 2008
- Presenter at National Council for Social Studies, Nov. 2005
- Region 2 Representative for the Idaho Middle Level Association 2005 - 2008
- Human and Civil Rights Committee member - Idaho Education Association
- Project Citizen State Winner - 2003, 2005
- Presenter at Idaho State Middle Level Conference - March 2005
- Project Citizen Mentor at Western Regional Conference - Boise, 2003
- NAEP History Test Writer - 2003

**STATE DEPARTMENT OF EDUCATION**  
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Professional Memberships	<ul style="list-style-type: none"><li>▪ National Council for the Social Studies</li><li>▪ National Social Studies Supervisors Association</li><li>▪ National Council for History Educators</li><li>▪ Idaho Council for History Educators</li><li>▪ National Education Association</li><li>▪ Idaho Education Association</li></ul>
Education	<p>MA – University of Idaho BA – University of Northern Colorado</p> <p>2008 – Transatlantic Outreach Study Tour to Germany; Gilder Lehrman Teaching Digital History seminar</p>
Recent workshops	<p>2007 – Attended NEH Landmark program: The Industrial Revolution; We the People: The Citizen and the Constitution; Freedoms Foundation – The American Revolution Southern Campaign; Center for Civic Ed – Founding Fathers</p> <p>2006 – Attended NEH Landmark Programs: Between Columbus and Jamestown: Spanish St. Augustine and Fort Snelling 2005 – Attended National History Day weeklong workshop in Chicago on Pullman Strike, Hull House 2005 – Attended NEH Landmark program: Wiping Away the Trail of Tears 2004 – Attended NEH Landmark program: Stony the Road We Trod Civil Rights</p>
Certification	<p>Secondary Certification for Social Studies 6-12 Advanced Elementary Certification 1 – 8 Advanced Exceptional Child Certification (Spec. Ed.) K - 12</p>
Interests	<ul style="list-style-type: none"><li>▪ Watching sports, especially when my sons are playing</li><li>▪ Reading</li><li>▪ Travel</li></ul>
References:	<ul style="list-style-type: none"><li>▪ Mr. Jerry Nelsen, Principal Orofino High School 300 Dunlap Rd Orofino, ID 83544 Email: nelsenj@sd171.k12.id.us 208.476.5557</li></ul>



**STATE DEPARTMENT OF EDUCATION**  
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February 13, 2009

To Whom It May Concern,

I am writing this letter to nominate my colleague, Mrs. Pam Danielson, to serve on the Idaho Professional Standards Commission. I have known Mrs. Danielson for over 15 years and can verify she is a worthy candidate for this position.

Mrs. Danielson has taught in a variety of subjects and grade levels. I first knew her as a sixth grade teacher, where I ensured my son was in her classroom. She stood out as a profession who loved her career and used that passion to motivate her students.

Later, when Mrs. Danielson transferred to the junior high school to teach Social Studies and Math, I again made arrangements for my son to take classes from her; her excitement and innovative classroom teaching created a love for learning in all students there.

When an opening came for a Social Studies teacher at the high school where I taught, I immediately thought of Pam Danielson as someone with whom I would like to work in the same building. She began a new career at that level of secondary education and has already proven herself again as a master of everything she pursues.

In addition to her work at all grade levels in Social Studies and Math, Mrs. Danielson has also studied and taught Special Education. Her well-rounded diversity in subject and grade level would aid her in a position on the commission.

Mrs. Danielson has maintained a commitment to the local and state education association throughout the period I have known her and continues to serve as a leader in the district and at the state level in various organizations.

It is a privilege for me to nominate with confidence such an outstanding candidate for the PSC as Mrs. Pam Danielson. I hope you will contact me so that I can further discuss her qualifications with you.

Sincerely,

Cindy P. Wilson  
American Government Teacher

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February 26, 2009

To Whom it May Concern:

I would like to recommend Pam Danielson for a position on the Professional Standards Commission. Mrs. Danielson and I taught together for several years at Orofino Junior High. She was, and still is, someone I can depend on to help me professionally and personally. During her years at the junior high, she was reliable in her commitments to her students and her profession. The Professional Standards Commission would be lucky to have her serve. She will prove to be a trustworthy member dedicated to working on high standards.

Thank you for your time.

Sincerely,



Patricia Reggear  
Orofino Junior High  
P. O. Box 706  
Orofino, ID 83544

**STATE DEPARTMENT OF EDUCATION**  
**APRIL 20-21, 2011**

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March 2, 2009

Dear President Sherri Woods:

It is a great privilege for me to be able to write this letter of recommendation for Pam Danielson as she has served as a mentor to me in both teaching and my Education Association activities. Mrs. Danielson was a teacher in Junior High School for eleven years where both of my sons attended and is now a colleague of mine since moving to Orofino High School three years ago. Pam was an active, involved teacher while at the Junior High and has continued that involvement at her new high school position.

Mrs. Danielson's many activities involve taking part in mock trials, History Day, Gilder Lehrman workshops, educational field trips to India and China, summer seminars with National Endowment for the Humanities and many more too numerous to mention. However, her dedication to her profession doesn't end there. Pam has been a member of NEA and IEA for 20+ years. Not being content with passive membership, Pam has served in a variety of capacities including three years on the Human and Civil Rights Committee, attendance at seven Delegate Assemblies, and currently as vice-president of her local Clearwater Education Association. She has also been an active membership recruiter and avid supporter for PACE and the Children's Fund.

I feel it important to mention that Mrs. Danielson is a model teacher in our school. If you speak to any of her students, they would indicate that she is a true advocate on their behalf. She knows the names of nearly all of the students in the school and takes an active part in seeing that each of them succeeds. You will often see her in the cafeteria or hallway speaking to someone about what's going on at home, why they missed class, or what she can do to help. If you were to attend many of the extracurricular activities, you would find her cheering for the local team and her students as well. She truly carries the successes and failures of her students as her own.

It is because of examples like Mrs. Pam Danielson, and her active, involved membership participation, that our Idaho Education Association and local Clearwater Education Association are as strong as they are. Teachers, staff members, and most importantly, students benefit from her involvement in the Idaho Education Association and IEA would benefit greatly from her knowledge and wisdom on the Professional Standards Commission.

Sincerely,



Annette Haag  
Social Studies Instructor  
Orofino High School  
300 Dunlap Road  
Orofino, ID 83544  
Clearwater Education Association, President

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**STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011**

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**VALERIE WILLIAMS**

4436 Burley Drive  
Chubbuck, ID 83202  
Phone: 208-681-3179, Fax: 208-237-1919  
wasivale@cableone.net

**OBJECTIVE**

- To obtain a classroom teacher's position on the Idaho Professional Standards Commission.

**SKILL SUMMARY**

- Excellent teaching skills in settings from child to adult; exceptional written and oral communication; experienced in diplomacy; outstanding organization skills; first-rate leadership abilities; practiced committee member; superb written and oral Spanish language skills; experienced working with diverse learning groups; continuing respect for the teaching profession and commitment to maintain high standards for teachers and certification.

**EDUCATION**

- Idaho State University, Pocatello, Idaho  
Doctoral Student in the Education Leadership Program  
*Expected Graduation: December 2010, GPA 4.0*  
Prospective Degree: Ed.D. Higher Education Administration
- Idaho State University, Pocatello, Idaho  
Graduation: August 1999, GPA: 4.0  
Degree Held: M.Ed. Curriculum & Instruction
- Boise State University, Boise, Idaho  
Graduation: August 1980, Cum Laude  
Degree Held: B.A. Spanish

**CERTIFICATION**

- Idaho Standard Secondary Teaching Certificate. Endorsement: Spanish, History, Social Studies. 1980-present.
- Idaho Technology Certificate, 1998.

**RELATED WORK EXPERIENCE**

- **High School Teacher, Blackfoot High School, Blackfoot School District #55, Blackfoot, ID (August 2007-present).** Teach Honors American History A-B;

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American History A-B; Honors Economics; and Economics to high school juniors and seniors.

- **Powder Puff Football Coach** to junior and senior girls (2007 to present).
  - **BEA, (Blackfoot Education Association) building representative** (2008 to present).
- **Associate Lecturer, Idaho State University (ISU), College of Education, Educational Foundations (August 2002-May 2007).** Served as an instructor for lower and upper division education courses, including planning, assessment, delivery, motivation, management, human development, and adaptations for diversity; conduct workshops for practicing classroom teachers; plan, organize, and coordinate all-day workshops for interns; serve on various curriculum alignment committees; maintain a focus on current research in the educational field; advise teacher education candidates; and serve as the advisor for the University student program organization branch for the **Idaho Education Association**.
- **Teacher-In-Residence, ISU (August 2001-2002).** Served as an instructor and team-teacher for upper division education courses; served on various curriculum alignment committees; and supervised pre-interns & interns in their field experience.
- **High School Teacher, Blackfoot High School, Blackfoot School District #55, Blackfoot, ID (August 1989-2001).** Taught Spanish IA-B; Spanish IIA-B; World Cultures and History A-B; American History A-B; U.S. Government & Politics A-B; **Advanced Placement** U.S. Government & Politics A-B; Teens, Crime, and the Community; and Street Law.
  - **Law-Related Education Coordinator (August 1998-2001)** Provided the district's teachers with materials and instruction for law-related education (LRE) activities in their classrooms and administered the LRE budget.
  - **Social Studies Department Chair (August 1998-2001)** Supervised seven social studies teachers, conducted staff meetings; discussed curriculum and job duties; created department course schedules, class offerings, and course catalog descriptions; served on faculty search and interview teams for social studies teachers.
  - **BEA, IEA, NEA Building Representative** (1990-1992)
  - **BEA Negotiations Committee Caucus Chair** (1995-2001)
  - **District Insurance Committee Chair** (1998-2001)

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- **District Substitute, Blackfoot School District #55, Blackfoot, ID (August 1987-1989).**
- **Spanish Bilingual Program Director, Blackfoot School District #55, Blackfoot, ID (August 1984-1987).** Administered a K-5 bilingual program in three elementary schools, supervised three instructional aides, assisted classroom teachers, and provided materials to support Spanish-speaking children and their learning activities, also taught two class periods of Beginning Spanish to high school students.
- **Migrant Aide for the Migrant Education Program, Blackfoot High School, Blackfoot School District #55, Blackfoot, ID (September 1984-1985).**
- **Migrant Resource Teacher, Mountain Home School District, Mountain Home, ID (September 1980-August 1982)** Administered a K-12 migrant education program in three elementaries, a junior high school, and senior high school; taught migrant students English language skills; and tutored students in other academic subjects.

**PRESENTATIONS**

- Representative of the College of Education, ISU Day at the State Capitol and Recruitment Night in various cities across the state.
- ISU, College of Education faculty on Adaptations and assessments.
- Various conferences for professional teaching organizations statewide.

**ADDITIONAL ACTIVITIES**

- Participant of various public education grant programs.
- Committee member on various state-wide committees & professional organizations.
- State Champion Mock Trial Team Coach, Blackfoot High School
- Youth Government Club Advisor, Blackfoot High School
- Performing Arts Center fund raiser / volunteer, Blackfoot High School
- Model for Arctic Cat Snowmobiles brochures

**AWARDS**

- Most Influential Professor, College of Education, ISU, 2005 & 2007
- National Dean's List, 2007
- Teacher of the Month, Blackfoot High School, April 1997
- Who's Who Among America's Teachers (two nominations - public school and higher education)
- Empire Who's Who of Women in Education
- Who's Who Empowering Executives & Professionals

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**AFFILIATIONS**

- ISU Women's Studies Program board member (2005-2007)
- American Association of University Women (2005-2007)
- ISU Professional Women board member (2005-2007)
- Kappa Delta Pi (2004-2007)
- Delta Kappa Gamma (1998-2008)
- Association for Supervision and Curriculum Development (1999 to present)
- Pocatello Pathfinders Association (2004-present)
- National Education Association, Idaho Education Association, Blackfoot Education Association member (1980-2002 & 2007 to present)
- National Council for the Social Studies (1987-2006)
- Idaho Council of History Educators (2000-2006)

**REFERENCES**

Dr. Peter Denner  
Professor and Assistant Dean  
Teacher Education  
College of Education  
Campus Box 8059  
Pocatello, ID 83209  
208-282-4143

Dr. Scott Crane  
Superintendent  
Blackfoot School District #55  
270 E. Bridge  
Blackfoot, ID 83221  
208-785-8800

Mr. Michael O'donnel  
Business Education Teacher  
Blackfoot High School  
870 S. Fisher  
Blackfoot, ID 83221  
(208-785-8810)



STATE DEPARTMENT OF EDUCATION  
APRIL 20-21, 2011

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**BLACKFOOT SCHOOL DISTRICT NO. 55**

270 East Bridge Street, Blackfoot, ID 83221  
Phone (208) 785-8800 Fax (208) 785-8809  
Web Site: [www.d55.k12.id.us](http://www.d55.k12.id.us)

February 11, 2009

Idaho Education Association  
Professional Standards Commission  
Selection Committee

Dear Selection Committee:

**BOARD OF TRUSTEES**

Rick Bigler  
Chairman

J. D. Tolman  
Vice Chairman

Bryce C. Lloyd  
Clerk/Treasurer

Mary Jo Marlow  
Member

Patricia L. Colman  
Member

**ADMINISTRATIVE OFFICES**

Dr. Scott L. Crane  
Superintendent of Schools

Chad R. Struhs  
Assistant Superintendent

Patricia Farmer  
Director - Student Support Services

The Professional Standards Commission has the responsibility of determining the course of Idaho certification standards, education fair practices, and education ethical standards. These paramount responsibilities effect all professional educators in the state of Idaho, and are responsible for creating high professional standards for Idaho educators.

Due to the importance of this commission, I believe that the members of the commission need to be representatives of the highest quality of Idaho educators. It is, therefore, a privilege and honor to recommend Ms. Valerie Williams to serve as a member of this prestigious commission. I truly believe that Ms. Williams represents the best qualities of a professional educator as exemplified by her years of teaching at Blackfoot High School, Idaho State University, and her continuing efforts to complete her doctorate.

Ms. Williams has the knowledge, expertise, and skills necessary to provide well thought out advise and input. Her oral communication, written, and leadership skills are superb in both English and Spanish. I believe that Ms. Williams would be a great asset to the Professional Standards Commission and pledge my support in allowing her to attend meetings and accomplishing the tasks necessary to enhance the education profession in the state of Idaho. I have no reservation in recommending Ms. Valerie Williams for this position.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott L. Crane".

Scott L. Crane, Ed.D.  
Superintendent of Schools

mac  
pc: File

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Office of the  
Assistant Dean  
College of Education

921 S 8<sup>th</sup> Avenue  
Stop 8059  
Pocatello, Idaho  
83209-8059

Phone  
(208) 282-3807

Fax  
(208) 282-4697

E-mail  
denmpete@isu.edu

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February 17, 2009

Dear Idaho Education Association Board of Directors,

I am writing this letter of support on behalf of Ms. Valerie Williams, who has applied for selection as a member of the Professional Standards Commission. Ms. Williams is a classroom teacher at Blackfoot High School (District #55), where she currently teaches American History and Economics. Before serving as a Teacher-In-Residence and Associate Lecturer at Idaho State University (ISU) in Pocatello, Valerie also taught Spanish, History, and Government at Blackfoot High School from 1989 to 2001. Earlier in her career, Valerie served as the Spanish Bilingual Program Director for the Blackfoot School District for three years and as a Migrant Resource Teacher for the Mountain Home School District. Ms. Williams is an outstanding teacher who would bring a wealth of experience and a unique perspective to the Professional Standards Commission. As her resume attests, Ms. Williams has also been an active member of the Idaho Education Association and the National Education Association.

I first met Ms. Williams in the fall of 2001 after she had been selected to be a Teacher-In-Residence in the College of Education. The Teacher-In-Residence program was funded by a grant from the J. A. & Kathryn Albertson Foundation. The program paired outstanding teachers for one year at a time residencies with university professors to work on the transformation of the ISU undergraduate teacher preparation programs. A major goal of the grant was to support the development of a standards-driven assessment system for teacher education. Valerie's involvement in the efforts of our college to undertake this transformation gives her a deep appreciation for the complexities of building assessment systems and for the value of linking standards with assessments. I believe this experience makes her an excellent candidate for serving on the Professional Standards Commission.

Toward the end of her year as a Teacher-In-Residence, an opportunity arose for Valerie to be hired as an instructor in the College of Education to teach undergraduate courses in teacher education. This turned into an opportunity for her to teach with us for several years. Valerie also served as a supervisor of student teaching interns and as the advisor for the College of Education student chapter of the Idaho Education Association. Valerie brought her wealth of classroom teaching experience to our undergraduate teacher preparation programs, where she demonstrated great versatility in her teaching. She was regarded by both her colleagues and her students as an outstanding teacher educator. Valerie's commitment to the professional education and development of teachers is another reason she is an excellent candidate to serve as a member on the Professional Standards Commission.

While at ISU, Ms. Williams was also active on a variety of college committees, including serving as a member of the Teacher Education Core Assessment Committee, which I chaired. Valerie was an articulate advocate for her views and an

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active committee member who made significant contributions to the work of the committee. I believe that Valerie has the ability to be an active member on the Professional Standards Commission. Valerie has the experience and commitment necessary to be a strong advocate for teachers.

As a final comment, Ms. Williams is an attractive and poised person who would project a positive, confident, and professional image for the Idaho Education Association. Valerie interacts well with all types of people. She has a strong commitment to teaching and service. She was delightful to have as a colleague. I recommend her highly for selection as a member of the Professional Standards Commission.

Sincerely,

A handwritten signature in blue ink that reads "Peter R. Denner". The signature is fluid and cursive, with the first name "Peter" and last name "Denner" clearly legible.

Peter R. Denner, Ph.D.  
Assistant Dean

STATE DEPARTMENT OF EDUCATION  
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## Blackfoot High School

### "BRONCO COUNTRY"

**Principal**  
Blaine E. McInelly  
**Assistant Principal**  
Brian J. Kress

870 South Fisher Ave.  
Blackfoot, Idaho 83221-3305  
Phone (208) 785-8810  
Fax (208) 785-2329

**Assistant Principal**  
Thomas B. Harrington  
**Athletic Director**  
Jeff Marshall

February 20, 2009

Dear Idaho Education Association Board of Directors:

I have had the privilege of working with Valerie Williams at Blackfoot High School for several years both before her departure to complete graduate work and assume a teaching position at Idaho State University, and after her welcomed return to our faculty. Her teaching efforts here at Blackfoot High have allowed me valued contact for collaboration, feedback and friendship.

Ms. Williams also serves at the building representation for the Blackfoot Education Association and has been an excellent sounding board and liaison for association members at the high school. She is always willing to listen and has made a commitment to stay abreast of association and global education issues as they impact students and teachers.

Because of my position providing the high school its on-site technical support as well as fulfilling my duties at a business education teacher, I have had several opportunities to observe Ms. Williams in her classroom and in my computer lab, where her classes have made use of equipment during my prep period. Her organizational skills are apparent. You don't move a classroom of high school students from point A to point B and get them on task without a keen understanding of the challenge.

One of the most outstanding traits Ms. Williams possesses is respect for the value of other people's time. She is always sure to secure permission to use my lab facilities well in advance and quick to thank me for my assistance. She is a joy to work with and a real asset to our faculty. Any team faced with an endeavor that requires intelligence, humor and grace would be stronger with her among its ranks.

Sincerely,



Michael H. O'Donnell  
Blackfoot High School

*The Higher We Climb the Better the View*

**STATE DEPARTMENT OF EDUCATION**  
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**SUBJECT**

George Fox University Boise Center Proposed Master of Arts in Teaching (MAT)  
Plus Online Teaching Endorsement Program

**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 field of online teaching and learning is showing an annual dramatic increase giving need for teachers having hands-on experience in the online environment as both student and teacher. The State of Idaho, recognizing this demand and desiring to assure qualified teachers in online programs, has implemented an Online Teaching Endorsement to support teacher certification in the content areas. This endorsement includes both coursework and internship in the online environment, identifying ten widely accepted state standards that must be met. Currently, there is no teacher preparation program in Idaho that fully meets the new standards implemented July 1, 2010. The purpose of the Master of Arts in Teaching (MAT) Plus Online Teaching Endorsement is to add value to the MAT program in Idaho by providing an opportunity for candidates to pursue this new endorsement to their teaching credential.

The Standards Committee of the Professional Standards Commission (PSC) conducted a New Program Approval Desk Review of the MAT Plus Online Teaching Endorsement program proposed by George Fox University Boise Center. Dr. Terah Moore, Director MAT Boise Center, and Dr. Linda Samek, School of Education Dean, presented the proposed MAT Plus Online Teaching Endorsement program to the Standards Committee. Through their comprehensive presentation, the Standards Committee gained a clear understanding that all of the Idaho Standards for Online Teachers would be met and/or surpassed through the proposed program.

During its December 2010 meeting, the Professional Standards Commission voted to recommend Conditional Approval of the proposed MAT Plus Online Teaching Endorsement program offered through the George Fox University Boise Center. With the conditionally approved status, George Fox may admit candidates to the MAT Plus Online Teaching Endorsement program, and will undergo full approval once there are program completers.

**IMPACT**

In order to maintain status as an Idaho approved program and produce graduates eligible for Idaho teacher certification, George Fox University Boise Center must have all new teacher education programs reviewed for State approval.

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**ATTACHMENTS**

Attachment 1 – Approved PSC minutes from December 2010

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**BOARD ACTION**

A motion to accept the Professional Standards Commission recommendation to conditionally approve the MAT Plus Online Teaching Endorsement program offered through the George Fox University Boise Center.

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

APPROVED MINUTES OF THE STATE OF IDAHO PROFESSIONAL  
STANDARDS COMMISSION MEETING OF DECEMBER 2-3, 2010

**ATTENDANCE**

Members present at December 2 committee meetings: Kathy Aiken, Cathy Bierne, Beth Davis, Becky Ford, Deb Hedeon, Esther Henry, Kelly Leighton, Cori Mantle-Bromley, Becky Meyer, Mikki Nuckols, Glenn Orthel, Daylene Petersen, Karen Pyron, Christi Rood, Shelly Rose, Dan Sakota. SDE staff present: Shannon Haas, Cina Lackey, Christina Linder, Mary Jane Markland, Katie Rhodenbaugh, Annette Schwab. Absent: Anne Ritter, Nick Smith. Guests: Karin Magnelli, Bert Marley, Andy Snook.

Karin Magnelli introduced Andy Snook, who will succeed her as Deputy Attorney General assigned to the Commission.

Members present at December 3 general meeting: Kathy Aiken, Cathy Bierne, Beth Davis, Becky Ford, Deb Hedeon, Esther Henry, Kelly Leighton, Cori Mantle-Bromley, Becky Meyer, Mikki Nuckols, Glenn Orthel, Daylene Petersen, Karen Pyron, Christi Rood, Shelly Rose, Dan Sakota. SDE staff present: Shannon Haas, Cina Lackey, Christina Linder, Mary Jane Markland, Katie Rhodenbaugh, Annette Schwab. Absent: Anne Ritter, Nick Smith. Guest: Bert Marley.

**AGENDA REVIEW/REVISIONS/APPROVAL**

Chair Dan Sakota noted that on December 3, the following item should be added under Executive Committee: B. Attorney General Presentation at Prevention Conference.

Motion: (Henry/Bierne---PASSED) to approve the December 2-3, 2010, Commission meeting agenda as revised.

**APPROVAL OF MINUTES**

It was requested that in the September 30 – October 1, 2010, Commission meeting minutes, the third sentence of page 10, STANDARDS COMMITTEE report, item 6 be revised as follows:

*“A This high-stakes ~~test~~ assessment will ~~also be taken~~ occur at the end of a program during student teaching.”*

Motion: (Rose/Henry---CARRIED) to approve the September 30 – October 1, 2010, Commission meeting minutes as revised. (Abstain – Cathy Bierne)

**CONSIDERATION OF ETHICS DEFAULT CASES BY FULL COMMISSION**

Deputy Attorney General Karin Magnelli reviewed the background of Professional Standards Commission Case #21003 by presenting the Administrative Complaint that

had been filed against Chad Burnett and corresponding affidavits to demonstrate that Mr. Burnett failed to respond to the Administrative Complaint. In light of Mr. Burnett's failure to respond to the Administrative Complaint, the allegations were deemed true, and Karin Magnelli presented a proposed Final Order for the Commission's consideration.

Motion:        *(Pyron/Mantle-Bromley---CARRIED) to accept the Findings of Fact, Conclusions of Law and Final Order as set forth by the Commission; to permanently revoke the teaching certificate of Chad Burnett; and to authorize Esther Henry to sign the Final Order on behalf of the Commission.*

It is to be noted that Commission member Dan Sakota was recused from participation in the above-mentioned Case #21003 because he was a member of the Executive Committee originally considering that case.

Deputy Attorney General Karin Magnelli reviewed the background of Professional Standards Commission Case #21005 by presenting the Administrative Complaint that had been filed against William Hamilton and corresponding affidavits to demonstrate that Mr. Hamilton failed to respond to the Administrative Complaint. In light of Mr. Hamilton's failure to respond to the Administrative Complaint, the allegations were deemed true, and Karin Magnelli presented a proposed Final Order for the Commission's consideration.

Motion:        *(Rood/Ford---CARRIED) to accept the Findings of Fact, Conclusions of Law and Final Order as set forth by the Commission; to permanently revoke the teaching certificate of William Hamilton; and to authorize Esther Henry to sign the Final Order on behalf of the Commission.*

It is to be noted that Commission member Dan Sakota was recused from participation in the above-mentioned Case #21005 because he was a member of the Executive Committee originally considering that case.

## **TEACHER PREPARATION PROGRAM REVIEW MANUAL DISCUSSION**

The full Commission briefly discussed suggested changes to be made to the Program Approval Manual. Commission members were asked to provide any further suggested changes to Katie Rhodenbaugh by Monday, December 6. Suggested changes will be incorporated in a final draft of the document for the Standards Committee and the outside review team.

## **ADMINISTRATIVE REPORT**

Christina Linder (unless indicated otherwise) reported on the following:

1. The launching of the evaluator training for administrators and the proposed reliability study has been delayed until the fall of 2011. In the meantime, momentum is being maintained by Caldwell School District's limited piloting of



Teachscape 360 degree video capture as a means of improving the effectiveness of their evaluation practice.

2. Christina participated in the second meeting of the consulting group that Educational Testing Service (ETS) has convened to explore an assessment for professional licensure. There were presentations from Framework for Teaching (FFT); the Classroom Assessment Scoring System (CLASS), an observational instrument that measures student-teacher interactions; and two content methods for assessing math and language arts. Discussion centered on what kinds of multiple measures would be important to include in assessment for professional licensure and how they would be captured.
3. Two of the eight Educational Impact training modules for evaluators are now available online, and the remaining six training modules should be online by the end of December. These are meant for access by both teachers and administrators.
4. At a recent Idaho School Boards Association annual conference, Christina made a presentation to raise ethics violation awareness. She emphasized the necessity for diligent reporting of ethics violations and a possible need to review/tighten district application/hiring practices for that reason.
5. Christina and Katie Rhodenbaugh attended a recent ETS regional Praxis client meeting. Christina suggested that an ETS representative attend a future Commission meeting to report on ETS increased data search capabilities, new test development, and additional online testing being developed. Due to the Commission's expressed interest, Katie agreed to forward all ETS correspondence related to Praxis test development, regeneration, and standard setting studies to all Commission members.
6. Christina attended a UTEACH presentation at Boise State University. The university is exploring this model for preparing math and science teachers and is seeking possible partnership from other universities. Under the UTEACH concept, the education content, skills, and knowledge are embedded in all of the STEM classes, thus potentially increasing the number of math and science teachers.

## **LEADERSHIP TEAM**

Chair Dan Sakota reported that the Leadership Team met by teleconference on November 17 and then again at their morning meeting on December 2. The team discussed the budget, the topical discussion item, the ethics presentation at the Prevention Conference, the National School Board Association Law Conference (see NEW BUSINESS on page x of these meeting minutes), the Commission professional development grants, and a professional development grant thank you letter.

Budget Committee Chair Becky Ford reported that in September and October, revenue was down, which is a trend routinely seen at that time of year. September revenue was

about \$25,000. October revenue was about \$10,000. Gathered revenue at this point (four months into the fiscal year) is over \$153,000, which actually represents close to 44 percent of the estimated revenue for the full year. Expenditures were greater in September and October but with some very reasonable explanations. The \$14,000 in line item funds to support the FY11 Administrator Evaluation Training Pilot as a new line item is reflected in September expenditures, as are most of the fiscal year governmental overhead, PSC/SDE staff participation in the NASDTEC Professional Practices Institute (PPI), and the cost of the August Commission meeting. October expenditures included routine operational costs, approximately \$5,700 for the September-October Commission meeting, \$1,000 for an ethics investigation/hearing panel in northern Idaho, \$3,200 in additional PPI expenses, \$230 for the BYU-Idaho focus visit, and three pay periods. In November there will be additional expenditures related to the above-mentioned ethics investigation/hearing panel.

## **AUTHORIZATIONS COMMITTEE**

The Authorizations Committee recommended that the Professional Standards Commission approve the following new Teacher to New Certificate/Endorsement requests (for the 2010-2011 school year):

ANDRUS, Leena, Marsh Valley Joint #21, Standard Exceptional Child-Generalist K-12  
BAILEY, Jill, Blaine County #61, Standard Secondary-Speech 6-12  
BISSEGGER, Tabetha, Bear Lake County #33, Standard Secondary-Speech 6-12  
BRENNAN, Timothy, Caldwell #132, Standard Secondary-Physical Education 6-12  
BROWN, Lisa, McCall-Donnelly Joint #421, Standard Secondary-Health 6-12  
CROOKHAM, Desirae, Vallivue #139, Standard Exceptional Child-Generalist K-12  
DAVIS, Donna, Wendell #232, EC/ECSE Blended-Birth-Grade 3  
DOPERALSKI, Ronda, Boise #1, English as a New Language K-12  
EVANS, Benjamin, Boundary County #101, Standard Secondary-Family and Consumer Sciences  
EYERMAN, Lee, Meridian Tech Charter #257, Standard Secondary-Economics  
FERGUSON, Lynette, Kootenai Joint #274, Administrator-Superintendent  
FOSS, Kristen, Upper Carmen Charter School #789, Standard Elementary-All Subjects K-8  
FOUDY, Alison, McCall-Donnelly Joint #421, Standard Secondary-Art  
GERRITSEN, David, Monticello Montessori Charter School #474, Standard Elementary-All Subjects K-8  
GROVER, Susan, Madison #321, Standard Exceptional Child-Generalist K-12  
HARTMAN, Christina, Bear Lake County #33, Standard Secondary-Drama 6-12  
HASSELSTROM, Ryan, Cottonwood Joint #242, Standard Secondary-Physical Education 6-12  
HEEDER, Steven, Bear Lake County #33, Administrator-School Principal  
JOHNSON, Dusty, Idaho Falls #91, Standard Secondary-Drama 6-12  
KIMPEL, Edward, West Side Joint #202, Standard Secondary-History  
KUKA, Daniel, Wendell #232, Standard Exceptional Child-Generalist K-12  
LEPPERT, Paula, Parma #137, Standard Secondary-Library Media Specialist  
MARSH, Lori, Bliss Joint #234, Standard Secondary-English  
MAYO, Riley, Boundary County #101, Standard Secondary-Earth Science 6-12

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McALLASTER, Wes, Boise #1, Standard Secondary-Health 6-12  
McKINNEY, Charlotte, Mountain View #244, Standard Secondary-English  
MENTZER, Thomas, Upper Carmen Charter School #789, Standard Elementary-All Subjects K-8  
MICELI, Timothy, Compass Charter School #455, Standard Secondary-Natural Science  
MOORE, Marlene, Canyon-Owyhee School, Gifted and Talented  
PENDER, Lisa, Marsing Joint #363, English as a New Language K-12  
PINKERMAN, Toby, Compass Charter School #455, Standard Secondary-Health 6-12  
RAASS, Natalie, Caldwell #132, Standard Exceptional Child-Generalist K-12  
RITCHEY, Donald, Twin Falls #411, Standard Exceptional Child-Generalist K-12  
SCHEFFLER, Kurt, Vision Charter School #463, Standard Secondary-Physical Education  
THERIEN, Katherine, New Plymouth #372, Standard Secondary-English  
THOMPSON, Kate, Boise #1, Standard Secondary-Sociology 6-12  
WHEELER, Kristen, Fruitland #373, EC/ECSE Blended-Birth-Grade 3  
WILLIAMS, Ardith, Butte County Joint #111, EC/ECSE Blended-Birth-Grade 3  
WRIGHT, Jonathan, Caldwell #132, Standard Secondary-English

The Authorizations Committee recommended that the Professional Standards Commission approve the following renewal Teacher to New Certificate/Endorsement requests (for the 2010-2011 school year):

AEBISCHER, Jennifer, Vallivue #139, Standard Exceptional Child-Generalist K-12 (3)  
ALDOUS, Anna, Aberdeen #58, Standard Secondary-Business (2)  
BLACK, Judy, Twin Falls #411, Standard Exceptional Child-Generalist K-12 (3)  
CLARK, Bob, Boise #1, Standard Secondary-Physical Education 6-12 (2)  
COLLIER, George, Camas County #121, Standard Secondary-Natural Science (2)  
DOVICH, Holly, Caldwell #132, Standard Exceptional Child-Generalist K-12 (2)  
DOWNEY, Tyler, Boise #1, Gifted and Talented K-12 (2)  
ELLIS, Debbie, Aberdeen #58, Pupil Personnel Services-School Counselor (3)  
HOLBROOK, Julie, North Gem #149, Spanish K-12 (2)  
HOLYOAK, Jamie, North Gem #149, Administrator-Superintendent (2)  
LARSON, Cora, Horseshoe Bend #73, Standard Elementary-All Subjects K-8 (2)  
McCOMBS, Wanda, Aberdeen #58, Standard Secondary-Drama 6-12 (3)  
MONTEITH, Sheila, Blackfoot #55, Standard Exceptional Child-Generalist K-12 (2)  
NEUENDORF, Brad, Wendell #232, Standard Secondary-Physical Education K-12 (2)  
PETERSON, Kimberly, Cassia County Joint #151, EC/ECSE Blended-Birth-Grade 3 (2)  
RICHARDS, Lisa, Clark County Joint #161, Pupil Personnel Services-School Counselor (2)  
RUSSELL, Travis, Vallivue #139, Standard Exceptional Child-Generalist K-12 (2)  
WHITT, Heather, North Star Charter School #783, Standard Secondary-Art (2)  
WUNDERLICH, Anastasia, Twin Falls #411, Standard Exceptional Child-Generalist K-12 (2)

Chair Christi Rood reported that the committee has approved 160 Provisional Authorizations to date for the 2010-2011 year. Year-end data on Alternative Authorizations for the 2009-2010 academic year was distributed to Commission members.

*The Commission APPROVED the report of the Authorizations Committee.*

## **PROFESSIONAL DEVELOPMENT COMMITTEE**

Chair Esther Henry reported that the committee reviewed a draft of a form to be completed by institutions/agencies for continuing education unit courses. The committee suggested a title clarification on the form and also an introduction and link on the Department of Education website in order to access the form. Katie Rhodenbaugh will finalize that CEU Course Credit Application (for Non-Transcribed Classes) form.

Two representatives from the Idaho Middle Level Association made a presentation to the committee requesting financial support for the association's upcoming conference. The committee's budget has already been earmarked for funding the Summer Institute of Best Practices and individual teacher grants. The representatives, however, were made aware of the fact that their members may apply for Commission professional development grants with which to attend their association's own conference. A thank you/denial letter will be sent.

Esther reported that the committee thus far has awarded 14 grants of \$500 each for various conferences and also for subscriptions to a professional publication for math educators. The grant recipients have been from Post Falls, Coeur d'Alene, Boise, Eagle, Meridian, and eastern Idaho.

The committee discussed developing a flier/insert on the grant application process. This would be included in every certification renewal reminder and every certificate mailed in an effort to raise teachers' awareness of this professional development funding option.

*The Commission ACCEPTED the report of the Professional Development Committee.*

## **EXECUTIVE COMMITTEE**

Chair Dan Sakota reported that the Executive Committee met with Karin Magnelli, Andy Snook, Shannon Haas, and Annette Schwab to discuss ethics case information.

*Motion:* (Meyer/Rose---CARRIED) to move the Executive Committee into Executive Session to review and discuss investigation records exempt from disclosure as prescribed by Idaho Code §67-2345(d).

Karin Magnelli reviewed the cases needing Executive Committee decisions.

*Motion:* (Rose/Pyron---CARRIED) to move the Executive Session of the Executive Committee into Open Session to vote on investigation records exempt from disclosure as prescribed by Idaho Code §67-2345(d).

Dan reported the following actions taken on cases:

Case #20919 - Letter of Reprimand

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Case #21010 -	Suspend with Stipulation
Case #21011 -	No Sufficient Grounds
Case #21015 -	Letter of Reprimand with Conditions
Case #21017 -	Revocation
Case #21025 -	Revocation
Case #21027 -	Suspend with Stipulations – 5-Year Probation
Case #21029 -	Suspend with Stipulations
Case A -	Letter of Concern with Conditions
Case B -	Complaint to Revoke
Case C -	No Sufficient Grounds – Letter to Be Sent

Cases closed: #20925; #21006; #21008; #21024

There are 7 cases pending stipulation/voluntary surrender. One ethics hearing has been held; another ethics hearing is being scheduled. There are currently 12 cases under investigation.

The Executive Committee has decided that, in ethics cases where they require that a respondent seek a counselor or a peer assistance program, they will now specify that the counselor be a “court-approved, Health and Welfare counselor or peer assistance program”. Christina Linder agreed to follow up with a local attorney for a possible sample of school board policy regarding what is permissible for student-teacher relationships, social media, texting, etc. Deb Hedeon agreed to provide Chair Dan Sakota with a syllabus for the ethics course at Idaho State University that will be available soon.

The committee will have the ethics poster reduced to an 8 ½” x 11” size and then printed. This smaller size will be distributed at the upcoming Prevention Conference and will also be included in every teaching certificate that is mailed.

The committee discussed an appropriate way to deal with situations where an individual has been denied a certificate because of pending action in another state but then applies for and is hired as a substitute teacher in the classroom. The discussion will be continued at the February meeting.

The committee has taken serious consideration of an applicant’s falsification of the six professional development credits (determined by random audit) required for renewal of an Idaho teaching certificate. The committee has set the precedent of certificate suspension with stipulations as the consequential discipline for such falsification.

*The Commission ACCEPTED the report of the Executive Committee.*

### **NASDTEC Professional Practices Institute**

Dan Sakota, Beth Davis, Shannon Haas, and Annette Schwab attended the NASDTEC Professional Practices Institute (PPI) in October. They reported briefly on that event.

Shannon Haas reported on a session she attended entitled “Engaging Youth in the Movement to Prevent Dating Violence, Sexual Assault, and Unhealthy Relationships.” The presenter shared that rape is about the control and power felt when hurting someone; in the United States a rape or attempted rape occurs every 1.6 minutes; 1 in 4 girls and 1 in 6 boys will be sexually assaulted by age 18; 42 percent of girls younger than 15 report their first intercourse was nonconsensual; teens 15-19 years of age are 3.5 times more likely than the general population to be victims of rape or attempted rape; teen males only father 29 percent of babies born to teen mothers, whereas 71 percent are fathered by adults 20 or older; a male 19 or 20 years old will date a 14 to 16-year old girl because he feels a sense of power or control over her; and a young girl will date an older boy for the status – he usually has a job, a car, and more money to spend on her than a high school boy. On another note, Shannon also reported that the PPI is tentatively scheduled to be held in Boise in 2012.

Annette Schwab reported on a session about teacher boundaries. The presenter emphasized that every district should have a fraternization policy regarding the boundaries of students and the appearance of relationships with students; dating behavior (inappropriate, suggestive remarks; personal messages; talking about one’s love life with a student or asking about theirs, etc.) by a teacher toward a student should be avoided; every district should have a well-publicized, clear complaint process; it’s an educator’s duty to protect students above any colleagues; annual trainings specific to boundaries should be conducted, with additional trainings for coaches, mentors, or anyone who has a lot of one-on-one contact with students; and districts should not do one-on-one contact if at all possible.

As a first-time participant in the PPI, Beth Davis noted the following: what long standing relationships attendees at the meeting have with one another; some ethics cases can go on for four years at a tremendous expense of time and money; just how pervasive ethics issues in schools can be; one presenter (presentation entitled *The Slippery Slope of Teachers’ Sexual Misconduct with Students*) is beginning to research what’s happening in sexual misconduct between teachers and students in the nation as a whole; and nursing is the profession in which members lose their licenses the most.

As another first-time attendee at the PPI, Dan Sakota reported that it was interesting to compare and/or note the differences in the case-handling process among states; the level of diligence required by those who handle cases so that cases come to a conclusion; the types of investigative techniques that investigators use to obtain the needed information; and the fact that in our high schools today pornography is a cyber highway.

### **Attorney General Presentation at Prevention Conference**

Christi Rood provided Commission members with information on a possible break-out presenter for the April 2011 Safe and Drug-Free Schools Prevention Conference in Idaho. The individual works for the Internet Crimes Against Children Task Force in the attorney general’s office. He would make a presentation on the risks children face online and safety tips for parents, children, and teachers.

Motion: (Pyron/Rose---CARRIED) for the Commission to pay the expenses (registration, mileage, lodging, and meals) for Jim Kouril to present on behalf of the Commission at the Safe and Drug-Free Schools Prevention Conference in April of 2011.

Commission members requested that Jim Kouril make a 15-minute presentation to the Commission on February 3 during the topical discussion time slot if he is available. Christi Rood agreed to check his availability.

## STANDARDS COMMITTEE

Standards Committee Chair Deb Hedeon reported on the following committee discussion items (unless indicated otherwise):

1. The committee conducted a program approval desk review of a recently-developed program at George Fox University. Two individuals from the institution presented to the committee on their proposed online teaching endorsement program, for which they are seeking approval. Student teaching in the program will be done in both a face-to-face classroom and in an online environment.

*The Commission PASSED the Standards Committee's recommendation to conditionally approve the George Fox University online teaching endorsement program.*

It is to be noted that committee members agreed that this process of desk reviewing (newly used by the committee) a new institutional program that does not yet have completers will be both functional and cost-efficient.

2. The committee reviewed the BYU-Idaho Agriculture Education report of the state team that conducted a focus visit for that program in October of 2010. The key deficiencies noted in the prior focus visit report have been met through the implementation of an AG ED 460 course.

*The Commission PASSED the Standards Committee's recommendation to approve the Agriculture Education program at BYU-Idaho.*

3. The committee discussed with concern the apparent likelihood of broad field endorsement (social studies, science, etc.) elimination at the federal level and also an article from Senator Goedde on the same issue. Christina Linder agreed to forward the link to the article from Senator Goedde to all Commission members.
4. Commission members had asked Deb Hedeon to check on the availability of a practicum in northern Idaho for the online speech language pathology master's program. There are practicums in both Meridian and Pocatello, but unfortunately at the current time there is a lack of funding for a practicum in northern Idaho.

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5. The education deans discussed Idaho National Board certification. It appears that with the overall lack of support and funding, this program will eventually be lost in Idaho.
6. Idaho statute requires that a building principal hold an Administrator Certificate, but the same requirement is not in statute for a school superintendent. Board rule, however, has the Superintendent endorsement. This discrepancy and how to rectify the discrepancy have become a topic of conversation. It has been proposed to make certification optional for superintendents.
7. There may be some opposition to the Early Childhood Education/Blended endorsement as it goes before the 2011 legislature for approval. A different childhood consortium group out of the governor's office has surfaced, and the group is opposed to the endorsement. Christina Linder agreed to provide Commission members with information on the group.

*The Commission APPROVED the Standards Committee report.*

## **OLD BUSINESS**

### **Substitute Reimbursement**

Dan Sakota advised all Commission members entitled to substitute reimbursement to notify Christina Linder if they have difficulty in getting their school districts to pay for their substitutes during the first five days of Commission meeting attendance in any given school year.

## **NEW BUSINESS**

### **National School Board Association Law Conference in Washington**

Christina Linder reported on a presentation regarding the prevention of inappropriate boundary invasion that was given by a group of attorneys at a recent law conference. The group has a lot of experience litigating related cases in education and the Catholic Church. It has been highly recommended to consider funding a breakout session at the next superintendents' conference to include a similar presentation. Christina agreed to research the group's different types of trainings, training policies they have shared, costs of such trainings, etc. and report back to the Commission at the February meeting.

### **Adjournment**

Motion:            (*Hedeen/Ford---CARRIED*) to adjourn the meeting.

The meeting adjourned at 1:30 p.m.

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Mary Jane Markland, Secretary  
Professional Standards Commission

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Christina Linder, Administrator  
Professional Standards Commission



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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	UNIVERSITY OF IDAHO ANNUAL REPORT	Information Item
2	PRESIDENT’S COUNCIL REPORT	Information Item
3	IDAHO PROFESSIONAL TECHNICAL EDUCATION ANNUAL REPORT	Information Item
4	IDAHO DIVISION OF VOCATIONAL REHABILITATION – VOCATIONAL REHABILITATION COUNSELOR RECOGNITION	Motion to Approve
5	IDAHO STATE UNIVERSITY FACULTY GOVERNANCE REPORT	Motion to Approve
6	SCHOOL DISTRICT TRUSTEE ZONE BOUNDARIES	Motion to Approve
7	COMPLETE COLLEGE AMERICA GRANT APPLICATION	Motion to Approve
8	BOARD POLICY I.M. – FIRST READING	Motion to Approve
9	BOARD POLICY I.J. – FIRST READING	Motion to Approve
10	INSTITUTION AND AGENCY STRATEGIC PLANS	Information Item

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**SUBJECT**

University of Idaho (UI) 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 the University of Idaho 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 Nellis will provide a 15-minute overview of UI's progress in carrying out the University's strategic plan.

**IMPACT**

The University of Idaho'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.

**ATTACHMENT**

Attachment 1 – 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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**University of Idaho Progress Report**  
**State Board of Education Meeting**  
**April 2011**  
**Presented by: M. Duane Nellis, President**

- **Strategic Plan Implementation**

- Implementation of new five-year plan underway
  - Overarching integrated approach
  - Each unit will develop action plans
  - Periodic reporting to ensure implementation
  - Focus on effective alignment our actions with resources and outcomes
- Achievements from past plan and future goals
  - Implemented University Distinguished Professor Award
  - Increased the number of competitive graduate assistantships
  - Focused scholarship efforts to better reach quality students in need
  - Extended recruitment efforts to include China outreach
  - Increased interdisciplinary research
  - Increased outreach and engagement efforts
  - Expanded capacity for extended learning opportunities to include the hiring of new director to speed program development
  - Emphasized programs that build community and culture to support a more diverse faculty, staff, and student body
  - Implemented sustainability initiatives

- **Budget**

- Total Budget – all sources**

- 542.3 Faculty FTE – 35% of all employees
  - 242.6 Managerial/Professional FTE – 26% of all employees
  - 412.2 Classified FTE – 39% of all employees

- **Enrollment**

- Trends and goals for student enrollment
  - Fall 2010 Enrollment 12,300
- Graduation and retention rates
  - Graduation Rate – 55% (6-year rate)
  - Retention Rate – Freshmen returning as sophomores – 81%

- **Facilities/New Buildings**

- Completed a project with the U.S. Army Corps of Engineers, the City of Moscow and the Idaho Department of Transportation to realign Paradise Creek and restore its habitat on the edge of our campus.
- Extended Stadium Way to create a new access point to the campus from State Route 8. The design and execution earned a National Engineering Excellence Award from the American Council of Engineering Companies.

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- The final phase of life-safety work on the east side of the iconic Kibbie Dome is now underway.
- A nearly half-million dollar private gift enabled us to complete the renovation of our main music performance hall at the Lionel Hampton School of Music.
- Critical need for a new science facility at the Moscow campus.
- **Capital Campaign**
  - The University of Idaho is in the silent phase of a capital campaign to generate private funds in four strategic cornerstone areas: Faculty, Students, Facilities and Programs. The campaign will be publicly announced April 28, 2012 and will be the largest private fundraising effort ever undertaken in the state of Idaho.
  - Gift Receipts for FY 2010 as reported by the University of Idaho Foundation total \$26,812,361 and include:
    - Private grants \$5,130,226
    - Endowments \$5,036,501
    - Current Operations \$9,148,028 (academic enhancements and initiatives)
    - Capital Improvements \$6,265,985
    - Annual Scholarships \$1,231,621
- **College Highlights**
  - One of the “Best 373 Colleges” in the 2011 edition of the Princeton Review.
  - Classified as a “high research activity” university by the Carnegie Foundation.
  - Two Honor Students became national Goldwater Scholars.
  - One student named Udall Scholar this year.
- **Research and Economic Development**
  - Change in research expenditures
  - Trends in economic development
- **Collaboration**
  - Research: Center for Advanced Energy Studies (CAES)
  - Research: Idea Network of Biomedical Research Excellence (INBRE)
  - Research: Climate initiatives, focus areas
  - Research/Business: Parma
  - Educational Institutions
- **Outreach**
  - Success stories: Coeur d’Alene, Cascade, Building Sustainable Communities Initiative, Extension Education
- **Special/Health Programs**
  - Idaho Veterinary Medical Education (WI)/Forest Utilization Research and Outreach (FUR)/ Idaho Geological Society (IGS), Washington, Wyoming, Alaska, Montana and Idaho Medical Education Program (WWAMI), Agricultural Research and Extension Service (ARES)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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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 last met on March 1, 2011 using video conference technology.

The following items were covered:

- Opportunities for Phi Theta Kappa Scholarships at the four year institutions. There was discussion about the process so that institutions could choose how they wanted to participate
- Follow-up process for continuing work with the Idaho Technology Council
- Mike Rush needs the names of 3 representatives from the colleges to serve on the Data Management Council.
- Selena Grace brought a discussion item regarding dual credit fees. It was assigned to the CAAP group.
- Clarification on a collaborative Idaho Degree that the presidents talked about briefly at the president's council meeting on February 2.
- Ann Stephens reviewed the C3T grant application and requested input on which institution would take the lead in that grant. After some discussion Ann was asked to make that selection based upon the information available to her.
- Mike Rush asked about how out-of-state on-line students were processed, and reviewed some potential issues as a result of the new census data and reapportionment.

The next meeting is scheduled for April 5, 2011 by video conference.

**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 Professional-Technical Education (PTE)

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

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

Ann Stephens, Administrator of the Division of Profession-Technical Education, will provide an overview of PTE's progress in carrying out the agencies strategic plan including.

**BOARD ACTION**

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

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**IDAHO DIVISION OF VOCATIONAL REHABILITATION**

**SUBJECT**

Commendation of Idaho's vocational rehabilitation counselors

**BACKGROUND/DISCUSSION**

Tuesday March 22, 2011 was declared by the US Senate as National Vocational Rehabilitation Counselor Appreciation Day commending the hard work and dedication that vocational rehabilitation counselors provide to individuals in need and the numerous efforts that they make in assisting individuals with disabilities.

The vocational rehabilitation program, administered under the Rehabilitation Act, provides services and supports to eligible individuals with physical or mental disabilities. The goal of the program is to assist individuals with disabilities to obtain employment and live more independently through the provision of such supports as vocational guidance and counseling, medical and psychological services, job training, and other individualized services. These services and supports are provided by qualified rehabilitation counselors, many of whom hold masters degrees in rehabilitation counseling or other related disciplines. The Certified Rehabilitation Counselor (CRC) designation is an important one in the field of rehabilitation counseling for person with disabilities. It signifies a level of career-specific education, a demonstrated understanding and application of key competencies, and ongoing career training and development. Individuals are measured and certified via a stringent CRC examination and an ongoing certification renewal process as governed by the Commission on Rehabilitation Counselor Certification (CRCC).

These hard working and dedicated counselors assist individuals with disabilities to not only obtain employment, but also to lead richer, more fulfilling lives.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends public recognition of counselors in conjunction with the nationally coordinated effort.

**BOARD ACTION**

The Idaho State Board of Education commends Idaho's vocational rehabilitation counselors for their hard work and expresses appreciation and gratitude for the important role that vocational rehabilitation counselors make in the lives of clients they serve.

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Progress Report on Review of Faculty Shared Governance

**REFERENCE**

June, 2010	State Board of Education directive to President Vailas to evaluate the existing faculty governance system and to report back to the board all findings at the conclusion of the review.
October, 2010	ISU presented an interim progress report of the six person working group, consisting of faculty members, appointed to determine how best to address the concerns raised by the Institutional Governance Advisory Committee and to implement the required changes in the current governance system.
February, 2011	State Board of Education approved the suspension of the ISU Faculty Senate.

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

Since the State Board of Education approved the suspension of the Idaho State University (ISU) Faculty Senate on February 17, 2011, a thorough ongoing effort has been underway to develop and implement a plan for restoring the Faculty Senate as an important part of a reformed structure of University Shared Governance.

President Vailas has had numerous meetings with faculty and other key constituencies, discussing the reasons for the suspension and engaging in an open, mutual discussion of plans for moving forward. A number of these meetings are listed in Attachment 1 to this report. Current plans are to continue these meetings as we proceed, focusing more now on smaller meetings with faculty chairs and their departments, and “brownbag” luncheons with students and staff.

Governance workshops have been engaged to propose, review and discuss a wide range of proposed options for restructuring shared faculty governance. The workshops consisted of the Vice Presidents, Deans, the two committees that have been examining alternative models of shared faculty governance, and chairs of existing governance councils, which reflect extensive participation by faculty. The President of ISU student government also participated. As a result of these workshops so far, a set of Fundamental Principles for University Shared Governance has been developed and distributed to all faculty for review and comments. This is included as Attachment 2.

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In addition, work on developing the proposed new Constitution for faculty governance has continued, as well as important work on developing and implementing the proposed new faculty governance structure. The progress to date in these efforts is summarized in Attachment 3 of this report.

We believe our work so far is showing very promising fruit and that there is growing acceptance of both the principles as well as the fundamental concepts of the proposed new faculty governance structure. Further time is required for this acceptance to mature and to resolve some open issues. We currently anticipate elections may be held to implement some basic aspects of the proposed new structure by Fall, 2011, and plan to further update the Board on our progress at the upcoming Board meeting in June, 2011.

**ATTACHMENT**

Attachment 1 – Addendum to Progress Report	Page 3
Attachment 2 – Fundamental Principles of Shared Governance	Page 7
Attachment 3 – Implementation Progress Report	Page 9
Attachment 4 – Meetings with Constituencies	Page 11

**BOARD ACTION**

I move to approve a new provisional faculty senate to be elected under a proportional representation approach that would assign more members to the larger colleges. The provisional faculty senate will develop a constitution and by-laws for approval by the university president and the Board.

- Elections for the provisional faculty senate positions would begin immediately, under processes directed by the deans in each of the respective colleges
- The provisional faculty senate will sunset in one year or earlier if work on the new constitution and bylaws is complete, at which time an election of new members will be held in conformity with their approved by-laws.

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

**Addendum to the Progress Report  
on Review of Faculty Shared Governance**

**I. Additional Governance Proposal**

This addendum is intended to update the Board on recent further actions that have been taken to resolve the faculty shared governance issues.

Although substantial progress towards developing a constitution for the new faculty senate has been made, we don't see any prospect of this being completed by June. More time is needed to resolve the open issues. The goal is that the constitution and the bylaws for the new faculty senate be quality documents that are acceptable to both faculty and the President. The most pressing need is to proceed now to put a more provisional governance structure in place. So, we are proposing to extend for up to one year, the terms of faculty serving on the existing Curriculum Council, Research Council, and Graduate Council, and to hold elections now for members of a proposed provisional faculty senate. This new provisional faculty senate will focus on continuing the development of the constitution and bylaws for the new permanent faculty senate. They will have up to one year to complete this work, after which they will be sunsetted. If the work should be completed prior to a year's time, they will be sunsetted then and new elections for the permanent structure will be held at that time.

This proposal was unanimously approved by all members of the president's governance workshop.

Consistent with Board policy, the new constitution and bylaws will also require approval by the president before being presented to the Board for their approval.

The governance workshop also proposed that members of the new provisional faculty senate be elected under a proportional representation approach that would assign more members to the larger colleges, as shown in the attachment. It was agreed that elections for the provisional faculty senate positions would begin immediately, under processes directed by the deans in each of the respective colleges.

**II. Overall Summary of New Provisional ISU Shared Faculty Governance Structure as a Result of the Additional Governance Proposal**

As a result of the additional governance proposal outlined above, the new provisional ISU shared faculty governance structure will be as follows:

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1. Faculty governance on multiple levels.
  - Local level governance functions through executive committees in the colleges/divisions comprised of representatives from the faculty and administration. These committees will typically make recommendations to the dean regarding programmatic curriculum, promotion and tenure, faculty development, faculty workload assessment, hiring practices, and space allocation. By creating a new venue for this type of advising, faculty governance is augmented and diversified and the goal of increased autonomy for the colleges is advanced. The colleges/divisions benefit as well by having the ability to tap into the faculty expertise and experience most needed to make informed local decisions. Under the reformed system, local level issues will be addressed in the colleges/divisions and no longer funneled up a hierarchical structure to a university-wide senate populated with faculty from other colleges who are not as informed about the strategic goals and operations of the individual colleges.
  - University level governance will function through a faculty senate and a system of councils working independently, yet cooperatively, and comprised of faculty elected by the faculty in the colleges/divisions. The faculty senate and councils will directly report to the vice president or other director who has responsibility for subject matter or area of concern.
2. Faculty senate. Before the current semester ends, the provisional faculty senate, as described above, will be elected by faculty in the colleges to serve through the next academic year. This senate will continue developing a faculty constitution and senate bylaws. At the end of the next academic year, an elected faculty senate, operating under the new constitution and bylaws, will replace the provisional senate. It is anticipated the senate's primary role will be to advise regarding policy development, review, and recommendation in areas that affect faculty university-wide, such as promotion and tenure, post-tenure review, and evaluation; faculty workload; faculty grievance procedures; academic standards; faculty welfare, and faculty conduct and ethics. In addition, the faculty senate will review and recommend concerning university-wide, faculty-related issues as they arise, for example, in faculty-student relations (recruitment, retention, and conduct).
3. University level councils. These councils will provide final recommendations in discrete areas, for example, curriculum, graduate studies, and research; and council members will be elected based on their expertise or experience in a particular area. For an interim period, the existing curriculum, graduate, and research councils will remain in place with current members continuing to serve through the next academic year. This will allow university business to continue with minimal disruption and afford the councils the opportunity to adopt or revise bylaws.
4. Operational principles.



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- Smaller advisory groups: To effectively function, the senate and councils should be populated with only that number of representatives needed to fairly and effectively speak and act for the particular constituency. Smaller group size also minimizes the number of faculty members burdened with committee work and the total number of hours of that participation, thereby allowing faculty to better focus on scholarship, teaching, and creative endeavors.
  - Timely recommendations and advice: Time periods will be set for review and recommendations. Failure to provide input during the period will not prevent further action on the proposed matter.
  - Senior faculty involvement: Faculty members who have attained higher faculty rank and have many years of experience in higher education will be encouraged to serve on the senate and councils. This will allow junior faculty to concentrate more fully on establishing their careers.
  - Checks and balances: College faculty will elect members to serve on the senate and councils. These groups will operate independently with minimal overlapping business and will often have different reporting lines.
5. A sunset date for this initial governance structure will be established, which will be set for one year after establishment of the provisional faculty senate, or earlier, if work on the new constitution and bylaws is complete. This provides a firm deadline for action by the provisional senate and councils to determine their organizational structure and bylaws.

Substantial, positive progress is being made to resolve the University's challenging governance issues. It will, however, require the continued interest and support of all of ISU's constituents and partners.

## Proposed New Provisional Faculty Senate Membership

### Colleges:

Health Sciences	4
Arts and Letters	3
Science and Engineering	3
Technology	3
Business	1
Education	1
Library	1

### Outreach Centers:

Meridian	1
Idaho Falls	<u>1</u>

<b>Total</b>	<b><u>18</u></b>
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**Fundamental Principles of University Shared Governance**

- I. **University shared governance** exists on multiple levels, in different arenas: the SBOE, the Administration (management), Constituent groups (faculty, staff, students)
- II. **Faculty shared governance** exists on both local and university-wide levels
  - A. **Local level** – functions through **executive committees** and other bodies in the colleges/division
    1. College executive committees are comprised of representatives from faculty and administration operating as a **team**
    2. College executive committees advise the dean regarding **college-level operations** in specified areas: programmatic curriculum; faculty development opportunities; promotion and tenure; workload; space allocation; hiring practices; and budget planning and management.
  - B. **University level** – functions through a **Faculty Senate** and a system of **councils** comprised of faculty elected by faculty in the colleges/division
    1. **System of Councils**
      - a. Provide recommendation and advice in **specified areas**, such as Academic (Curriculum and Academic Standards), Research, Graduate, and budget
      - b. Should function as the **final advising group** in a specified area, for example, the Academic Council provides the final recommendation/advice to the administration on university-level curricular matters
      - c. Faculty who serve on councils:
        - Should be **elected** by the colleges based on **particular expertise** or knowledge/experience in the area(s) covered by the council
        - Must meet minimum **guidelines** or criteria developed for membership on the particular council
      - d. The budget council should be populated differently because its membership is a mix of constituents, including not only faculty, but also staff and students, and its effective functioning requires specific knowledge or expertise

2. **Faculty Senate** – functions in those academic areas not covered by councils

- a. **Policy development, review, and recommendation** in areas that affect faculty university wide, such as promotion/tenure, post-tenure review, and evaluation; faculty workload; faculty grievance procedures; academic standards; faculty welfare; and faculty conduct and ethics; and faculty-student relations (recruitment, retention, conduct)

III. **Miscellaneous Premises**

- A. Colleges should **operate autonomously** with maximum jurisdiction over their internal affairs
- B. Faculty shared governance should reflect the **diversity of faculty voice** by requiring election of council membership rather than appointment by other individuals or entities, such as deans, administrators, or the Faculty Senate.
- C. Governance groups (Faculty Senate and councils) should be given **defined time periods** for review and comment and otherwise providing their advice and recommendation

**Progress Report on Implementation of the Proposed  
New Shared Governance System**

- 1. Faculty Governance Constitution.** The Institutional Governance Working Group, consisting of three members appointed by the suspended Faculty Senate and three members appointed by academic affairs has developed its 15<sup>th</sup> draft of a faculty governance constitution. They have also done surveys to determine the most important governance issues to faculty. While the latest draft has been made public with comments solicited, it has neither been approved by the faculty nor the administration. Members of the working group who participated in governance workshops felt that the draft constitution is not yet ready to be submitted for approval and that more time would be required for this. They are currently meeting to assess just how soon a proposed constitution may be ready for faculty approval and the proper method for doing this. Some members of this group felt that yet another possible initial governance structure could consist of an “interim” Faculty Senate and a number of councils to provide necessary operations for the next year and to provide input on the final faculty governance form.
- 2. Principles for initial ISU Institutional Governance Structure.** Several workshops have been held on developing a revised ISU institutional governance structure and process. Members included the above mentioned working group, the original Institutional governance advisory committee, the deans, vice presidents, general counsel, and the president. This group developed the following principles for an initial ISU institutional Governance Structure:
  - a. University Level Institutional Governance.** A new Faculty Senate and four councils provide initial institutional governance.
    - i. Structure.** The Research Council will make recommendations on inter-college research issues, sending its minutes to the V.P. of Research. The Academic/Undergraduate Council will make recommendations on inter-college curriculum and academic standards issues, sending its minutes to the Provost. A Budget Council would be populated differently because its membership is an equal mix of constituents of three groups of faculty, staff, and students, and effective service on it requires specific knowledge or expertise. The Graduate Council will continue with its current membership reporting to the Dean of the Graduate School. The revised senate and councils will provide input to the faculty governance working group detailed below for developing a constitution and bylaws. In this model, the new Faculty Senate will make recommendations in inter-college areas that affect faculty, such as promotion/tenure; post-tenure review and evaluation; faculty workload; faculty grievance procedures; faculty welfare; faculty conduct and ethics; and faculty-student relations (recruitment, retention, conduct). The specific scopes of the new Faculty Senate and the new councils are still being debated. Anyone in the University can initiate a request for a policy change or a new policy. Policy proposals will be reviewed by committees in the appropriate vice

presidential area and pass through an approval process in which all key affected areas and the General Counsel can review and recommend approval or disapproval, with a limited and pre-specified time for positions to be stated, and with the President making the final decisions. Once approved, policies will be stored in a central database of University Policies and Procedures maintained by the General Counsel.

- ii. **Membership.** The research and academic/undergraduate councils and the new Faculty Senate shall each consist of members elected from each college. The exact number from each college is yet to be determined. These bodies may require special expertise, knowledge, and/or experience so each college should develop minimum criteria for eligibility. Initial elections will be in early the fall of 2011.
  - iii. **Operations.** The Faculty Senate and the research and academic/undergraduate councils act as the final advising group in a specific area accepting possible comments and recommendations from councils, the Faculty Senate, and other campus groups and individuals. Recommendations will be provided to the Provost or Vice President of Research on a timely basis, typically one month.
- b. **Local Control of Colleges.** Colleges will operate autonomously, with maximum jurisdiction over their internal affairs. We use the term “college” to refer to the colleges of Science and Engineering, Arts and Letters, Business, Education, Technology, and the Division of Health Sciences

**Faculty Governance Working Group.** Hopefully, with the Institutional Governance Working Group focusing on the constitution and the existing governance working group focusing on structure, and with other ongoing dialogues underway, we will be able to make substantial progress toward putting the new faculty governance structure and the new constitution in place. As we proceed with the rollout of the new structure, this work may be carried on by a new Faculty Governance Working Group, which broadens the scope of the existing Institutional Governance Working Group to ensure closure on all key outstanding governance issues within a reasonable time, and provide us with a backup plan to ensure that this is all completed on a timely basis. They will have the objective of ensuring that we develop an approved faculty governance constitution and bylaws within the one year time period estimated by the current Institutional Governance Working Group. This group will consist of the chairs of the Faculty Senate, Research and Academic/ Undergraduate Councils, the Institutional Governance Advisory Committee, the Institutional Governance Working Group, and a representative of Academic Affairs.

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**Attachment 4**

## Meetings with Idaho State University Constituencies

<b>Date</b>	<b>Meeting</b>	<b>Participants</b>
February 10, 2011	Breakfast Meeting with Community Athletic Program Supporters	Community Members
February 17, 2011	Meeting with Community Business Leaders	Community Members
February 23, 2011	Open Forum	Faculty and Staff
February 23, 2011	President's Advisory Group	Faculty and Staff
February 23, 2011	Student Senate	Students of ISU
February 24, 2011	Division of Health Sciences	Faculty
February 24, 2011	Open Forum	Students
February 26, 2011	Governance Workshop	Faculty and Staff
March 1, 2011	Staff Council	Staff
March 2, 2011	Graduate Council	Faculty
March 2, 2011	Center Directors and Compliance Officers	Faculty and Staff
March 3, 2011	ISU-Idaho Falls Nursing Faculty	Faculty
March 3, 2011	ISU-Idaho Falls Faculty	Faculty
March 3, 2011	Curriculum Council	Faculty
March 4, 2011	Meeting w/ Rotarians / Community Leaders	Community Members
March 4, 2011	ISU Student Veterans Club	Students
March 8, 2011	Meet with Banking / Financial Leaders	Community Members
March 8, 2011	College of Education Executive Council	Faculty
March 8, 2011	College of Business Executive Committee	Faculty
March 8, 2011	Council for Teaching and Learning	Faculty
March 9, 2011	Library Administrative Council	Staff and Faculty
March 9, 2011	ISU-Meridian Faculty	Staff and Faculty
March 9, 2011	Academic Standards Council	Faculty
March 14, 2011	Governance Workshop (Follow-up)	Faculty and Staff
March 30, 2011	College of Technology Faculty	Faculty
March 31, 2011	College of Arts and Letters Executive Committee	Faculty
March, 2011	Faculty Professional Policy Council	Faculty
April 5, 2011	College of Science and Engineering	Faculty

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**SUBJECT**

Idaho School District Trustee Zones

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-313, Idaho Code

**BACKGROUND/DISCUSSION**

Section 33-313, Idaho code requires that each school district evaluate and if necessary redefine trustee zones equalizing the population within each zone in the school district following the report of the decennial census. Each school district is required to present to the Board a proposal for equalizing zones within 120 days following the release of the report. Once submitted to the Board the Board has 60 days to take action on the proposals. Section 33-313, Idaho code is not specific to what constitutes equalization.

In an effort to better define and clarify the requirements of section 33-313, Idaho code Board staff, the Idaho School Boards Association, the Department of Education, the State Tax Commission and the Idaho School Administrators have collaboratively developed timelines and requirements for submittal of school district proposals.

Requirements include:

- Defining “equalized” to mean no more than a 10% variance in population between trustee zones within the district.
- Adjusted trustee zone boundaries shall follow census block boundaries or the exterior boundary of the school district, whichever is applicable, except in circumstances in which the census block lines and the school district boundary lines do not match.
- Splitting of census blocks will not be accepted, unless the school district can demonstrate to the Board that any proposed deviation will accurately account for all individuals within that census block.
- Trustee zone boundaries shall follow common identifiable lines, i.e., section lines, subdivision boundaries, road centerlines, waterways, railroad lines, etc.
- Proposal shall include a copy of the legal description of each trustee zone, a map of the district showing each zone, the approximate population of each zone.
- School districts shall use the approved legal descriptions for their school districts currently on file with the Idaho Tax Commission.
- Proposals shall be submitted to the Department of Education no later than July 8, 2011

**IMPACT**

Approval of these requirements will clarify the requirements for the school districts making it easier to comply with the code. Additionally, uniformity of the proposals will simplify and expedite the review process.

**ATTACHMENTS**

Attachment 1 – School District Trustee Zone proposal  
requirements and process

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the requirements for school district trustee zone equalization proposals as submitted.

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

## Idaho School District Trustee Zones

### Meeting Legal Requirements for the 2010 Census

Since new census data has been released for the State of Idaho, school districts will need to revisit their district's trustee zone boundaries and be sure they meet the legal standard outlined in Idaho Statute.

This document is intended to summarize the legal and procedural issues each district will be facing in the upcoming months as they deal with new census data. The information below is also presented to help coordinate the agencies that have the responsibility of reviewing, approving, recording and coordinating each individual school district's trustee zone descriptions. As the process develops there will certainly be questions and unique issues that will need to be answered. This document will continue to be updated as these new questions arise.

### Coordinating Groups

The following have participated in developing the material presented below and may be contacted with questions:

State Department of Education	Camille Wells	cwells@sde.idaho.gov
State Board of Education	Tracie Bent	tracie.bent@osbe.idaho.gov
State Tax Commission	Walt Bulawa	walt.bulawa@tax.gov
Idaho School Boards Association	Karen Echeverria	karen@idsba.org
Idaho School Administrators	Byron Yankey	byron.yankey@idschadm.org

### Legal Requirements per Section 33.313, Idaho Code

Idaho Statute requires that all areas of the state shall be included within a school district boundary.

The number of trustee zones in each school district is outlined in statute. Each elementary school district must have three trustee zones, and other school districts may have not less than five nor more the nine.

A proposal to redefine and change trustee zones shall be initiated by its board of trustees at the first meeting following the report of the decennial census.

Each district is required to present to the State Board of Education within **120 days** following the release of the decennial census data a proposal for a change which will equalize the population in each zone in the district.

Proposals forwarded to the State Board of Education shall include:

- a copy of the legal description of each trustee zone
- a map of the district showing each zone
- the approximate population of each zone

The State Board of Education must approve or disapprove a school district's trustee zone proposal within **60 days** after receiving a proposal.

If the State Board of Education disapproves of a school district's trustee zone proposal, the district must submit a revised proposal to the State Board within **45 days**.

Once the school district's proposal is approved by the State Board of Education, the legal description of each trustee zone and corresponding map shall be filed with the County Clerk in the county where the school district's main office is located.

At the next regular meeting of the board of trustees following the approval of the proposal by the State Board of Education, each local school board is required to appoint a trustee for each zone from existing trustees.

If two trustees reside within the boundaries of the same newly defined zone, the school district board will select the trustee with the most seniority to represent that particular zone. If the two trustees have equal seniority the school board will choose one of the trustees by the drawing of lots.

If there is not a current trustee residing in any new zones, the board of trustees shall appoint from the patrons resident in that new zone a person from that zone to serve as trustee until the next annual meeting.

The above requirements along with other requirements for trustee zones are located in **Section 33.313, Idaho Code**. We encourage each district to review this statute.

### **State Board of Education Approval**

In order to expedite the process of approving school district proposals, the State Board of Education plans to adopt a set of requirements outlined below for each district to utilize during their zone verification process. As unanticipated circumstances arise during the upcoming months, additional requirements may be added to the list and reposted for everyone's use.

**Even if a district does not modify their existing zone line boundaries, the State Board of Education requires all districts to demonstrate their compliance with equalized school district zones after applying the 2010 census data.**

### **Time Frame**

School districts have **120 days** to submit their proposal or verification demonstrating equalization of trustee zone boundaries. The census information became available to the State of Idaho on March 10, 2011. That makes the **deadline for submitting proposals July 8, 2011**. Proposals will be submitted to the State Department of Education (Camille Wells) for evaluation and presented to the State Board of Education

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for their approval at their meeting currently scheduled for August 10-11, 2011. Districts will be notified immediately following that meeting regarding the acceptance or rejection of their proposal.

### **Requirements**

Idaho Statute does not define what “equalized” population means. For purposes of this census, the State Board of Education will use the same general standards as the Idaho’s Citizen Commission on Reapportionment as they determine the congressional and legislative districts throughout the state. No one school district trustee zone shall differ in population by more than **10 percent** from any other trustee zone within the district.

The State Board of Education may reject a school district proposal for any of the following reasons:

- The creation of bizarrely-shaped zones
- Creating zones that differ more than 10 percent from any other trustee zone in the school district (*see calculation below*)
- Trustee zones that do not completely account for all areas within the district boundary
- An inadequate legal description that does not meet professional standards
- Proposals that are incomplete and don’t include adequate legal descriptions, map and population summaries
- Proposals that fail to use approved district boundary legal descriptions
- Proposals that fail to utilize the 2010 Census Data as their source for population data

School districts shall use the approved legal description for their district currently on file with the State of Idaho Tax Commission.

Adjusted trustee zone boundaries shall follow census block boundaries or the exterior boundary of the school district, whichever is applicable.

- Trustee zone boundaries should follow common identifiable lines, i.e., section lines, subdivision boundaries, road centerlines, waterways, railroad lines, etc.
- Splitting of census blocks will not be accepted, unless the school district can demonstrate to the State Board of Education as part of their submittal that any proposed deviation from census block boundaries will accurately account for all individuals within that census block

There may be circumstances in which the census block lines and the school district boundary lines do not match. In such cases the district shall identify those inconsistencies and their proposed solution for population count for the census block or blocks affected as part of their proposal submittal.

Proposals forwarded to the State Department of Education for review and approval by State Board of Education shall include:

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- A copy of the legal description of each trustee zone
- A map of the district showing each zone
- The approximate population of each zone

Final maps submitted to the State Department of Education shall include:

- Highlighted school district zone boundaries
- Census block boundaries and populations within each block
- A summary of each school district zone population and the percentage difference between the largest school district zone population and each other school district zone
- A list of sources used for data used to create the exhibit (*2010 Census, Idaho State Tax Commission, etc.*)

Provide the following electronic document to the State Department of Education:

- Pdf of final map image
- GIS metadata files

To calculate the percentage difference between school district zones:

1. Determine the zone with the largest population
2. Subtract the population of each zone from the largest zone to determine the difference in population
3. Divide the largest zone population into the other zone differences to create a percentage

Example of a district zone population summary:

Highest Zone Population		<b>100</b>
Zone	Population	%Difference
1	100	0.00%
2	88	12.00%
3	93	7.00%
4	92	8.00%
5	94	6.00%

All submissions shall be sent to:

**Idaho State Department of Education**

Camille Wells  
650 West State Street  
PO Box 83720  
Boise, Idaho 83720-0027  
**Due Date: July 8, 2011**

## References

- Census Data will be posted and released through the following website:  
[http://www.census.gov/rdo/data/2010\\_census\\_redistricting\\_data\\_pl\\_94-171\\_summary\\_files.html](http://www.census.gov/rdo/data/2010_census_redistricting_data_pl_94-171_summary_files.html)
- School District shapefiles are available at the Idaho State Tax Commission website:  
<http://tax.idaho.gov/ptt/gis/2011TaxDistricts/School/School.shp.zip>
- Geographic information system (GIS) applications necessary to manipulate the Census data can be obtained from many sources. Two of the more common applications are:
  - For those who desire to purchase a robust GIS application, see the ESRI site:  
<http://www.esri.com/>
  - For those interested in a free open-source GIS application developed at Idaho State University, see the Mapwindow site: <http://www.mapwindow.org/>

## Questions that might be asked

### **How does a school district obtain the necessary map and census information to begin the process?**

*The census data will be made available in a computer format that can be viewed on electronic mapping software. It is possible for a school district to develop their own maps and population summaries using online tools. These programs may be cost prohibitive on a single license basis.*

### **What does it mean to have a legal description of the zones that meets professional standards?**

*Legal descriptions should follow accepted guidelines for professional engineering and surveying standards. In simple terms, boundary descriptions should avoid the practice of utilizing temporary landmarks to describe boundaries such as buildings, trees, fences, etc.*

### **Who can the school district contract with to provide census population counts, maps and legal descriptions?**

*Most Civil Engineering and Land Surveying firms throughout the state with access to G.I.S. software and experienced staff should have the tools necessary to produce the necessary end products*

### **If a school district does not intend to modify their existing zones, are they still required to submit a verification of equalized population?**

*Yes, all districts will be required to submit a legal description of trustee zones, a map showing each district, and a population summary for each zone to the State Department of Education.*

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**SUBJECT**

Complete College America Completion Innovation Challenge Grant

**BACKGROUND/DISCUSSION**

The Office of the State Board of Education (OSBE) has received a Request for Proposal (RFP) from Complete College America's (CCA's) Completion Innovation Challenge grant. The goal of this grant is to provide funds to states to inspire and enhance state efforts to significantly boost college completion and close attainment gaps for traditionally underrepresented populations. Governors from all 50 states were invited to compete for ten, \$1 million, 18-month implementation grants. Funding is provided by the Bill & Melinda Gates Foundation. Idaho's Governor's office submitted a letter of intent to apply for the CCA Completion Innovation Challenge grant Friday, March 18, 2011 and delegated this responsibility to the State Board of Education. Proposals are due May 17, 2011.

There are five focus areas for which states are required to propose implementation strategies. They are: Shifting to performance funding; reducing time-to-degree and accelerating success; transforming remediation; restructuring delivery for today's students; and, deploying transformative technology. The grant proposal must include an implementation plan for no more than two focus areas. Due to the current statewide focus in these areas, Board staff has identified reducing time-to-degree and accelerating success and transforming remediation as its two proposed areas of focus.

**IMPACT**

Applying for the grant will require the hiring of a consultant to complete the grant application. The consultant's fee will be paid for out of one-time funds.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed the RFP and recommends the Board's approval to submit a proposal for the Complete College America Completion Innovation Challenge grant.

**BOARD ACTION**

I move to approve the request by Board staff to apply for the Complete College America Completion Innovation Challenge grant.

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

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**SUBJECT**

Board Policy I.M. Annual Planning and Reporting – First Reading

**REFERENCE**

March 2008	Board approved first reading of Board Policy I.M. I.M.4. and III.M.3. Clarify Boards role in accreditation visits and Board self evaluation
April 2008	Board approved second reading of Board Policy I.M. I.M.4. and III.M.3. Clarify Boards role in accreditation visits and Board self evaluation
August 2008	Board approved first reading of Board Policy I.M. clarifying reporting requirements for strategic plans and performance measures
October 2008	Board approved second reading of Board Policy I.M. clarify reporting requirements for strategic plans and performance measures

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.A.5.b., and I.M.  
Section 67-1901 through 16-1905, Idaho Code.

**BACKGROUND/DISCUSSION**

Each year, the institutions are required to submit strategic plans to the Board for review and approval prior to the Board submitting agency, institution and special/health program strategic plans to the Division of Financial Management. These plans must be in compliance with Board policy and section 67-1901 through 16-1905, Idaho Code. Additionally they must be in alignment with the Boards statewide strategic plan.

As part of the review process for Board policy III.Z and III.I it was determined that Board policy I.M. should also be updated to further clarify the relationship between the Board's statewide strategic plan and the institutions' and agencies' strategic plans.

**IMPACT**

Approval of changes to Board policy I.M. will further clarify the role of the Board's statewide strategic plan and its relationship with the institution and agencies strategic plan.

**ATTACHMENTS**

Attachment 1 – Board Policy I.M. – First Reading

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**STAFF COMMENTS AND RECOMMENDATIONS**

Changes to I.M, III.I, and III.Z will bring all three polies into alignment with each other and clearly define the strategic planning, mission statement, and program delivery roles of the institutions.

**BOARD ACTION**

I move to approve the first reading to Board policy section I.M. as submitted.

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

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This subsection shall apply to Boise State University, Idaho State University, Lewis-Clark State College, University of Idaho, North Idaho College, College of Southern Idaho, College of Western Idaho, Eastern Idaho Technical College, Division of Professional-Technical Education, Division of Vocational Rehabilitation, and Idaho Public Television.

**1. Statewide Strategic Plan**

The Board will approve annually, consistent with its vision and mission a statewide strategic plan. The statewide plan will outline the goals and objectives necessary for the responsible management of the statewide system of K-20 education. The strategic plan will be prepared by Board staff in consultation with the institutions, agencies, and Board committees and reflect fiscal or other constraints and opportunities. Major elements of the plan will take into consideration the environment within which K-12 and postsecondary education in the state operates, including economic constraints; identification of system priorities; and measures to ensure quality, efficient use of state resources, and responsiveness to the citizens of Idaho. The strategic plan will be in compliance with Chapter 19, Title 67, Idaho Code.

**42. Strategic Plans**

a. Each institution and agency will develop and maintain five-year strategic plans.

(1) Institution, and agency strategic plans shall be aligned with the Board's statewide strategic plan and, for institutions, with their accreditation requirements. They are to, be created in accordance with Board guidelines, and must be consistent with assigned role and Board approved mission statements. Community colleges shall use the mission statements approved by their respective local Board of trustees. Institution mission statements shall be approved in accordance with Board policy subsection III.I.

(2) Plans shall be updated annually and submitted to the Board for approval in accordance with the schedule established by the executive director.

(3) Plans shall be submitted by the Board to the appropriate state administrative entity in order to meet the state's annual planning requirements, in compliance with Chapter 19, Title 67, Idaho Code.

b. Format

Plans submitted to the Board annually should be as concise as possible and in accordance with ~~a schedule and the~~ format established by the executive director.

Plans ~~should~~ shall contain:

(1) A comprehensive mission and vision statement covering the major programs, functions and activities of the ~~organization~~ institution or agency.

- (2) General goals and objectives for the major programs, functions and activities of the organization, including a description of how they are to be achieved.
  - (a) Institutions (including Professional-Technical Education) should address, at a minimum, instructional issues (including accreditation and student issues), infrastructure issues (including personnel, finance, and facilities), advancement (including foundation activities), and the external environment served by the institution.
  - (b) Agencies ~~should~~ shall address, at a minimum, constituent issues and service delivery, infrastructure issues (including personnel, finance, and facilities), and advancement (if applicable).
- (3) Identification of key factors external to the organization that could significantly affect the achievement of the general goals and objectives.
- (4) A brief description of the evaluations or processes to be used in establishing or revising general goals and objectives in the future.

### 23. Performance Measures

Performance measures will be developed in conjunction with the Board's planning process and will be updated annually for Board approval. Performance measures shall be submitted to the Board annually, and in accordance with a schedule and format established by the Executive Director. Performance measures will be used to measure results, ensure accountability, and encourage continuous improvement to meet goals and objectives.

- a. The Office of the State Board of Education will develop a set of uniform performance measures for the institutions that will gauge progress in such areas as enrollment, retention, and graduation.
- b. Each institution and agency will develop unique measures tied to its strategic plan.

### 34. Progress Reports

Progress reports that include, but are not limited to, progress on the approved strategic plan, details of implementation, status of goals and objectives, and expanded information on points of interest and special appropriations ~~will~~ shall be provided to the Board at least once annually in accordance with a schedule and format established by the Executive Director.

**45. Statewide Reporting**

Each institution and agency will provide to the Board, upon request or in accordance with a schedule and format established by the Executive Director, any data or report.

**56. Self-Evaluation**

Each year, the Board will conduct a self-evaluation in conjunction with annual strategic planning activities. The self-evaluation methodology will include a staff analysis of all institution and agency annual performance reporting, and comments and suggestions solicited from Board constituency groups to include the Governor, the Legislature, agency heads, institution presidents and other stakeholders identified by the Board President. The Executive Committee of the Board will annually develop a tailored Board self-evaluation questionnaire for use by individual Board members and the Board collectively to evaluate their own performance. Annually, in conjunction with a regular or special meeting, the Board will discuss the key issues identified in the institution and agency performance reporting assessment, comments and suggestions received from constituency groups, and the self-evaluation questionnaire in order to further refine Board strategic goals, objectives and strategies for continuous improvement of Board governance and oversight. Self-evaluation results will be shared with constituent groups and should heavily influence strategic plan development.

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**SUBJECT**

Board Policy I.J. Use of Institutional Facilities and Services – Second 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.
February 2011	Board approved first reading of Board Policy I.J. Use of Institutional facilities as submitted.

**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.

Between the first and second reading the University of Idaho has requested additional amendments to the Board Policy. Specifically they have requested “suite areas” be changed to “non-public premium seating” and that the prohibition of alcohol-making or –distributing companies from advertising in or on institution facilities to allow for advertising in these “non-public premium seating” areas.

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**ATTACHMENTS**

Attachment 1 –I.J. Use of Institutional Facilities and Services - Second Reading	Page 3
Attachment 2 –I.J. Use of Institutional Facilities and Services - Second Reading Incorporating UI's Request	Page 10

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed changes between the first and the second reading would expand the “suite areas” to include suites, enclosed premium seating and the associated common clubroom area where alcohol is served.

The complete prohibition of advertising in these non-public premium seating areas would prevent the Universities from contracting and gaining revenue from advertising that would otherwise occur within these areas, including contracts for pouring rights where the beverage provider wants to indentify its products being served. The language contained in the advertising prohibition in the first reading may also be interpreted to include names and or logo’s on service dispensers.

**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.

Approval of the University of Idaho’s requested amendments would allow for advertising by alcohol-making or –distributing companies in the stadium non-public premium seating/suite areas.

**BOARD ACTION**

I move to approve the second reading of proposed amendments to Board Policy section I.J. Use of Institutional Facilities and Services as submitted in attachment 1.

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

Alternate motion:

I move to approve the second reading of proposed amendments to Board Policy section I.J. Use of Institutional Facilities and Services incorporating the changes with the revisions identified in attachment 2.

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

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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.

- e. 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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**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.

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(2) For pre-game events held in institution stadium non-public premium seating 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 non-public premium seating 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 non-public premium seating areas adult patrons may be accompanied by youth for whom they are

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- responsible, but only if such 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.

- e. 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; other than within the stadium non-public premium seating areas where alcohol is served.



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**SUBJECT**

Approval of Institution, Agency, and Special/Health Programs Strategic Plans

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.  
Section 67-1901 through 67-1903, Idaho Code.

**BACKGROUND/ DISCUSSION**

The State of Idaho requires the institutions, agencies and special/health programs under the oversight of the board to submit a strategic plan each year in July. The Board planning calendar schedules these plans to come forward annually at the April meeting. This timeline allows the Board to review the plans and ask questions in April, and if need be have them brought back to the Regular June Board meeting with changes for final approval and still meet the States timeline. Attached you will find the strategic plans for the institution's, agencies and special/health programs for Board approval.

The guidelines set by the Board office follow the Division of Financial Management (DFM) and section 67-1901 through 67-1903, Idaho Code requirements. Each strategic plan must include, by code:

- \* ***Vision and/or Mission Statement:*** Provide a comprehensive outcome-based statement covering major division and core functions of the agency. For the institutions, under the direct governance of the Board, the mission statement is the Board approved role and mission statement.
- \* ***Goals for major divisions:*** A goal is a planning element that describes the broad condition or outcome that an agency or program is trying to achieve.
- \* ***Objective:*** The objective is a planning element that describes how the agency plans to achieve a goal.
- \* ***Performance Measures:*** Performance measures assess the progress the agency is making in achieving a goal (quantifiable indicator).
- \* ***Benchmarks:*** Benchmarks are performance targets for each performance measure for at a minimum the next fiscal year (and an explanation of how the benchmark level was established which can mean an industry standard or agency research of circumstances that impact performance capabilities).
- \* ***External Factors:*** Identify external factors that are beyond the control of the agency that affect the achievement of goals.

In accordance with the Board's planning calendar, at the October 2011 Regular Board meeting the Board will be presented with the institutions, agencies and special/health programs performance measures. The performance measures presented will be those measures approved by the Board through the institutions, agencies and special/health programs strategic plans.

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**IMPACT**

Review of the institutions, agencies and special/health programs at this time will allow the Board to ask questions and or request changes or additions to the strategic plans. Final approval at the June board meeting will allow for the institution's new mission statements to be incorporated into their strategic plans prior to them being submitted to the Division of Financial Management in the beginning of July.

**ATTACHMENTS**

**Community Colleges**

Attachment 01 – College of Southern Idaho	Page 05
Attachment 02 – College of Western Idaho	Page 19
Attachment 03 – North Idaho College	Page 25

**Agencies**

Attachment 04 – Idaho Division of Professional Technical Education	Page 45
Attachment 05 – Idaho Division of Vocational Rehabilitation	Page 51
Attachment 06 – Idaho Public Television	Page 59
Attachment 07 – State Department of Education/Public Schools	Page 67

**Health/Special Programs**

Attachment 08 – Agricultural Research and Extension	Page 71
Attachment 09 – Forest Utilization Research	Page 77
Attachment 10 – Idaho Dental Education Program	Page 82
Attachment 11 – Idaho Geological Survey	Page 86
Attachment 12 – Rural Physician Incentive of Idaho	Page 90
Attachment 13 – Small Business Development Center	Page 92
Attachment 14 – TechHelp	Page 99
Attachment 15 – WI Veterinary Medicine	Page 102
Attachment 16 – WWAMI Medical Education	Page 110

**Institutions**

Attachment 17 – University of Idaho	Page 116
Attachment 18 – Boise State University	Page 136
Attachment 19 – Idaho State University	Page 148
Attachment 20 – Lewis-Clark State College	Page 157

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board approved their 2011-2015 strategic plan at the December 2010 Regular Board meeting. Except as noted below staff has reviewed each of the strategic plans and has determined that they are in alignment with the Board's approved strategic plan. The Idaho Museum of Natural History is currently going through a transition period that includes a full rewrite of their strategic plan. The plan was not ready for the April meeting, but will be presented to the Board at the June meeting for approval. Eastern Idaho Technical College (EITC) is in the process of aligning their strategic plan with the new accreditation requirements. While EITC's plan was not ready for the April meeting it will be presented to the Board at the June meeting for approval. ISU Family Medical Residency strategic

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plan was not submitted in time for Agenda mail out, their plan will be available for the June Board meeting.

The Northwest Commission on Colleges and Universities (NWCCU) revised the accreditation requirements for institutions they accredit. In particular, NWCCU Standard One: Mission, Core Themes, and Expectations requires that institutions have “a widely published mission statement – approved by its governing board – that articulates a purpose appropriate for an institution of higher learning, gives direction for its efforts, and derives from, and is generally understood by, its community.” Institutions are required to define and report on mission fulfillment “in the context of its purpose, characteristics, and expectations.” At this time the mission statements assigned by the Board do not meet the requirements of the NWCCU. Staff recommends that the institutions come back to the June Board meeting with a proposed mission statement for review and or approval by the Board.

All of the institution, agency, and special/health programs will be brought back to the Board at the regular June Board meeting for approval.

**BOARD ACTION**

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

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**College of Southern Idaho  
Strategic Plan  
2012 – 2016**



**Statutory Authority**

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) standards and has been approved by the College of Southern Idaho Board of Trustees. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.



## Mission Statement

The College of Southern Idaho, a comprehensive community college, provides quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities it serves. CSI prepares students to lead enriched, productive, and responsible lives in a global society.

## Core Values

The following core values, principles, and standards guide our vision and conduct:

<b>People</b>	Above all, we value our students, employees, and community. We celebrate individual uniqueness, worth, and contributions while embracing diversity of people, backgrounds, experiences, and ideas. We are committed to the success of our students and employees.
<b>Learning</b>	We value lifelong learning, informed engagement, social responsibility, and productive global citizenship. We are committed to student learning and success. We strive to instill in our students and employees a lifelong passion for learning.
<b>Access and Opportunity</b>	We value convenient, affordable, and equitable access to higher education. We make every effort to eliminate or minimize barriers to access. We create opportunities for educational, personal, and economic success.
<b>Quality and Excellence</b>	We strive for excellence in all of our endeavors. We offer high-quality educational programs and services that are of value to our constituents. We are committed to high academic and professional standards, and to the continuous improvement of our educational programs, services, processes, and outcomes.
<b>Creativity and Innovation</b>	We value and support innovative and creative ideas and solutions that foster improvement and allow us to better serve our students and our community. We encourage entrepreneurial spirit.
<b>Responsibility and Accountability</b>	We value personal and institutional integrity, responsibility, and accountability. We believe in serving our constituents responsibly in order to preserve the public's ongoing trust. We strive to develop an environment that encourages and enables a culture of meaningful assessment and continuous improvement. We value inspired, informed, transparent, and responsible leadership and decision-making at all levels of the College. We value our environment and the conservation of our natural resources and strive to create facilities, systems, programs, and practices that are environmentally sustainable.
<b>Collaboration and Partnerships</b>	We value collaboration and actively pursue productive and mutually beneficial partnerships among people, institutions, organizations, and communities to share diverse ideas, talents, and resources.



## Vision 2016

The College of Southern Idaho will be recognized regionally and nationally as a progressive community college committed to student learning and success, and to the human, economic, cultural, and social development of the region.

- We will be the higher education institution of choice because of our instructional excellence, exemplary support services, and our accessibility and affordability.
- We will challenge our students and foster intellectual curiosity, critical inquiry, creative problem solving, and thoughtful reasoning.
- We will inspire our students to become lifelong learners, productive workers, engaged leaders, and responsible global citizens.
- We will support our employees by providing the necessary training, information, and resources; and expect active participation, responsible decision-making, high performance, and personal accountability.
- We will maintain the ongoing trust of our constituents by demonstrating responsible management and investment of the resources entrusted to us.
- We will be responsible stewards of our natural resources.

## Strategic Initiatives

- I. Responsiveness
- II. Commitment to Learning and Success
- III. Performance and Accountability
- IV. Global Citizenship and Competitiveness
- V. Advocacy



## Strategic Initiatives, Goals, and Objectives

### *Strategic Initiative I: Responsiveness to the needs of our stakeholders*

#### **1. Goal: Provide convenient, affordable, and equitable access to our programs, services, and resources**

- 1.1. Eliminate or minimize barriers to access
- 1.2. Expand early awareness and pre-college programs and services
- 1.3. Continue to strengthen our relationship with school counselors, teachers, and administrators
- 1.4. Expand recruiting efforts to include all prospective student groups
- 1.5. Maintain the affordability of our programs and services
- 1.6. Continue to increase the availability of need-based and merit-based financial aid/scholarships

*Performance Measure:* Enrollment (headcount, credit hours, FTE) - academic, professional-technical, dual credit, TechPrep, developmental, adult basic education, continuing education, workforce training

*Benchmark:* Overall headcount will increase by 2% a year  
Overall FTE will increase by 1% a year

*Performance Measure:* Market penetration – eight-county participation rates

*Benchmark:* By 2016 the percentage of population aged 16 or above in CSI's eight-county service area that participates in an instructional course sponsored by CSI during a given calendar year will increase to 12%

*Performance Measure:* Tuition and fees

*Benchmark:* Maintain tuition and fees at or below that of our peer institutions (defined as community colleges in Idaho)

#### **2. Goal: Meet the diverse and changing needs and expectations of our students and the communities we serve**

- 2.1. Maintain a College-wide strategic marketing focus based on a thorough understanding of the needs of our stakeholders and reinforced by every element of the marketing mix
- 2.2. Continue to improve the quality, relevancy, efficiency, and effectiveness of our courses, programs, and services
- 2.3. Maintain a healthy, safe, and inviting learning environment that is conducive to learning





- 2.4. Meet the diverse and changing needs and expectations of our students
  - 2.4.1. Offer quality educational programs and services that meet the needs of students with diverse backgrounds, socioeconomic statuses, experiences, preparation levels, abilities, learning styles, and educational objectives
  - 2.4.2. Provide university parallel curriculum for transfer students, state-of-the-art program of professional-technical education, appropriate developmental education, workforce training and development, enrichment programs, continuing education, and professional development opportunities
- 2.5. Meet the diverse and changing needs and expectations of employers in the area
  - 2.5.1. Provide workforce training and development, short-term customized training, and industry certifications
  - 2.5.2. Ensure that the curricula provide the skills, knowledge, and experiences most needed by employers
  - 2.5.3. Train globally competitive workers
  - 2.5.4. Develop mutually beneficial partnerships with industry
- 2.6. Meet the diverse and changing needs and expectations of the communities we serve
  - 2.6.1. Serve as an engine for economic, social, and cultural development and vitality
  - 2.6.2. Contribute to improved quality of life in the region
  - 2.6.3. Develop the region's most important resource – its human capital – by providing lifelong learning opportunities
  - 2.6.4. Provide access to services, expertise, and state-of-the-art facilities

*Performance Measure:* Student engagement and satisfaction rates

*Benchmark:* Active and collaborative learning - CCSSE survey results will demonstrate active and collaborative learning ratings at or above the national comparison group  
Student effort - CCSSE survey results will demonstrate student effort ratings at or above the national comparison group  
Academic challenge - CCSSE survey results will demonstrate academic challenge ratings at or above the national comparison group  
Student-faculty interaction - CCSSE survey results will demonstrate student-faculty interaction ratings at or above the national comparison group  
Support for learners - CCSSE survey results will demonstrate support for learners ratings at or above the national comparison group

*Performance Measure:* Technical Skills Attainment

*Benchmark:* At least 75.86% of Professional-Technical concentrators who take a state-approved technical skills assessment will pass

*Performance Measure:* Licensure and certification pass rates



*Benchmark:* Maintain licensure and certification rates at or above state or national rates for all programs with applicable exams (and where the national/state rates are available)

*Performance Measure:* Employment status of professional-technical graduates

*Benchmark:* At least 90% of PTE graduates will be employed in their field of study or transferred to a four-year institution one year after graduation

*Performance Measure:* Employer satisfaction with PTE graduates

*Benchmark:* Survey results will demonstrate an overall (80% or higher) employer satisfaction with PTE graduates

***Strategic Initiative II: Commitment to learning and the success of our students, employees, and institution***

***3. Goal: Demonstrate a continued commitment to, and shared responsibility for, student learning and success***

- 3.1. Identify and reduce barriers to student learning and success
- 3.2. Develop clear pathways to student success
- 3.3. Employ effective and innovative instructional strategies and incorporate principles of universal design
- 3.4. Maintain high standards for student learning, performance, and achievement
- 3.5. Challenge and empower students to take responsibility for their own learning
- 3.6. Develop subject matter competence, effective communication, critical thinking, creative problem solving, interpersonal relations, and leadership skills
- 3.7. Foster active and collaborative learning
- 3.8. Offer interdisciplinary, experiential, and service learning opportunities
- 3.9. Encourage meaningful engagement and social responsibility
- 3.10. Continue to improve educational attainment (persistence, degree completion, transfer) and achievement of career/educational goals
- 3.11. Develop and expand partnerships with K-12 schools, community colleges, four-year institutions, and other public and private organizations that will allow us to help our students reach their educational and career goals

*Performance Measure:* Retention/persistence rates

*Benchmark:* By 2016, CSI's full-time retention rate will be 3% higher than the median for its IPEDS peer group\*  
By 2016, CSI's full-time retention rate will be 3% higher than the median for its IPEDS peer group\*

*Performance Measure:* Graduation rates

*Benchmark:* By 2016, CSI's graduation rate will be 3% higher than the median for its IPEDS peer group\*



*Performance Measure:* Transfer-out rates

*Benchmark:* By 2016, CSI's transfer-out rate will be equal to or higher than the median for its IPEDS peer group\*

*Performance Measure:* Student satisfaction with courses, programs and services

*Benchmark:* Results of course evaluations and student surveys will demonstrate an overall satisfaction (75% or higher) with courses, programs and services

**4. Goal: Demonstrate a continued commitment to employee learning, growth, and success**

- 4.1. Recruit and retain faculty and staff who are committed to student learning and success
- 4.2. Support the role of faculty, staff, and administration as learners and teachers
- 4.3. Support employees by providing the necessary resources, tools, training, professional development, and information needed to do their jobs effectively
- 4.4. Provide ongoing training and professional development opportunities
- 4.5. Develop strategic thinking skills and build a leadership pipeline
- 4.6. Recognize and reward competence, performance, and contributions to the attainment of our strategic goals and objectives
- 4.7. Maintain competitive faculty and staff compensation that is comparable to that of our peer institutions
- 4.8. Show appreciation for and celebrate employee contributions and successes

*Performance Measure:* Employee compensation competitiveness

*Benchmark:* CSI employee salaries will be at the mean or above for comparable positions in the Mountain States Community College survey

*Performance Measure:* Faculty/staff satisfaction rates

*Benchmark:* Employee feedback will show an overall satisfaction (80% or higher) with their jobs, the campus environment, priorities/processes

**5. Goal: Demonstrate a continued commitment to institutional growth and success**

- 5.1. Plan for growth and manage it strategically and effectively
- 5.2. Employ effective market, product, technology, facilities, operations, management, and systems strategies that foster sustainable growth
- 5.3. Implement a strategic enrollment plan that promotes student success, addresses effective recruitment and retention, and is supported by programs, resources, and services that meet the needs of our students
- 5.4. Maintain an entrepreneurial approach to program development and management
- 5.5. Continue to critically analyze our program mix, class scheduling, and resource allocation



- 5.6. Ensure that the College remains financially viable and sustainable
- 5.7. Implement cost-saving strategies while maintaining the quality of our programs and services
- 5.8. Identify and aggressively pursue new revenue sources
- 5.9. Continue to develop mutually beneficial partnerships
- 5.10. Build and maintain facilities that support teaching and learning
- 5.11. Utilize appropriate information technologies that support and enhance teaching and learning, improve the accessibility and quality of services, and increase the effectiveness and efficiency of operations
- 5.12. Continue to improve campus safety and strengthen emergency and disaster planning and preparedness

*Performance Measure:* Average credit section size

*Benchmark:* Maintain the average credit section size comparable to that of our peer institutions (defined as community colleges in Idaho)

*Performance Measure:* Student/faculty ratio

*Benchmark:* Maintain the average student/faculty ratio at levels - full-time equivalent students to full-time equivalent instructional faculty – comparable to those of our peer institutions (defined as community colleges in Idaho)

*Performance Measure:* Student/staff ratio

*Benchmark:* Maintain the average student/staff ratio at levels – full-time equivalent students to full-time equivalent staff – comparable to that of our peer institutions (defined as community colleges in Idaho)

### ***Strategic Initiative III: Performance and accountability***

#### **6. Goal: Maintain a culture of planning, assessment, and continuous improvement**

- 6.1. Encourage and enable campus-wide participation in institutional planning and assessment activities
- 6.2. Create an environment where all employees assume responsibility for their role in the institutional planning and effectiveness processes
- 6.3. Ensure that strategic initiatives, goals, and objectives drive our decision-making, resource allocation, and everyday operations
- 6.4. Align unit operational plans with the College strategic plan
- 6.5. Continually assess and improve the quality, relevancy, efficiency, and effectiveness of our systems, programs, services, processes, and practices
- 6.6. Employ meaningful and effective measures, methodologies, and technologies to accurately and systematically measure and continually improve institutional performance, effectiveness, and accountability
- 6.7. Communicate performance levels internally and externally



*Performance Measure:* Learning outcomes

*Benchmark:* Every course and program will demonstrate effective use of outcomes assessment strategies to measure student learning outcomes and for continuous improvement

**7. Goal: Demonstrate responsible stewardship and public accountability**

- 7.1. Demonstrate public accountability (legal, fiscal, social, and programmatic)
- 7.2. Maintain public trust through transparency and responsible stewardship of the resources entrusted to us
- 7.3. Allocate, manage, and invest human, financial, physical, and intellectual resources prudently, effectively, and efficiently
- 7.4. Effectively communicate the College's effectiveness in carrying out its mission

*Performance Measure:* Instructional cost per credit hour and student FTE

*Benchmark:* Instructional costs per credit hour and student FTE will compare favorably to those of our peer institutions (defined as other community colleges in Idaho)

***Strategic Initiative IV: Global citizenship and competitiveness***

**8. Goal: Actively contribute to global awareness, understanding, engagement, and competitiveness**

- 8.1. Educate stakeholders on the importance and value of global education to the success of our students and to the long-term viability and prosperity of our community, state, and nation
- 8.2. Promote understanding of global interdependence by infusing global perspectives and integrating international and intercultural education across the curricula
- 8.3. Provide quality educational programs and experiences that prepare students to compete successfully in an increasingly interconnected global marketplace
- 8.4. Ensure that our students gain the knowledge, skills, perspectives, and attitudes necessary to thrive in a global society and become responsible global citizens
- 8.5. Encourage and provide opportunities for our students to interact with and learn from others' multicultural and international experiences
  - 8.5.1. Facilitate interaction with people from different social, cultural, and linguistic backgrounds
  - 8.5.2. Recruit and retain international students
- 8.6. Provide opportunities for international experiences
  - 8.6.1. Promote study abroad and international service learning opportunities
  - 8.6.2. Provide international travel opportunities
- 8.7. Encourage and support faculty/staff participation in global learning opportunities
- 8.8. Collaborate with other institutions on global initiatives



*Performance Measure:* Number of courses that incorporate global issues into the curriculum

*Benchmark:* The number of courses that incorporate global issues into the curriculum will increase by 10 every year

*Performance Measure:* Number of presentations, events, and activities that address global issues

*Benchmark:* Every fall and spring semester CSI will have at least 5 presentations, events, or activities addressing global issues

#### **9. Goal: Promote environmental sustainability**

- 9.1. Promote stewardship of our natural resources
- 9.2. Provide leadership and raise the visibility of environmental initiatives
- 9.3. Engage students, employees, and the community in open discourse about the importance of the environment and our role in conserving it for future generations
- 9.4. Provide information and training on the sustainability of our environment through conservation and innovation
- 9.5. Incorporate environmental education and sustainability principles across the curricula
- 9.6. Do our part in preserving a clean and healthy environment
- 9.7. Strive to develop and implement facilities, systems, and practices that are environmentally sustainable - reduce, reuse, and recycle
  - 9.7.1. Minimize our environmental impact
  - 9.7.2. Continue to improve water and energy conservation practices
  - 9.7.3. Protect renewable natural resources

*Performance Measure:* Amount of materials recycled

*Benchmark:* The amount of materials recycled by the College community will increase by a minimum of 1,000 pounds a year

*Performance Measure:* Number of courses that incorporate sustainability issues into the curriculum

*Benchmark:* The number of courses that incorporate sustainability issues into the curriculum will increase by 3 every year

*Performance Measure:* Number of presentations, events, and activities that address sustainability issues

*Benchmark:* Every fall and spring semester CSI will have at least 5 presentations, events, or activities addressing sustainability issues

*Performance Measure:* Document sustainability practices implemented



*Benchmark:* Create and maintain a sustainability website that documents sustainability practices implemented

### ***Strategic Initiative V: Institutional Advancement and Advocacy***

#### **10. Goal: Continue to strengthen institutional identity and positioning**

- 10.1. Strengthen and consistently communicate our institutional identity that is in line with our mission, vision, and strategic plan
- 10.2. Implement effective and integrated marketing communication strategies
- 10.3. Strengthen and increase the recognition of our brand
- 10.4. Position CSI as a regionally and nationally recognized progressive community college focused on student learning and success
- 10.5. Strive to continually enhance our reputation and image
- 10.6. Manage and create positive perceptions and media relations
- 10.7. Communicate evidence of institutional effectiveness and our value and contributions to the community, state, nation, and beyond
- 10.8. Celebrate and publicize successes of our students, faculty, staff, and the College

*Performance Measure:* Annual Report to the Community

*Benchmark:* Every year publish an Annual Report to the Community summarizing the College's accomplishments from the previous year

*Performance Measure:* Number and quality of events, publications, and presentations designed to strengthen institutional identity and positioning

*Benchmark:* Every year continue to increase the number and quality of events, publications, and presentations

#### **11. Goal: Support institutional advancement**

- 11.1. Align institutional advancement priorities and activities with our mission, vision, goals, and objectives
- 11.2. Build strong relationships with a variety of constituents
- 11.3. Encourage involvement and participation in the College
- 11.4. Foster pride and loyalty to the institution
- 11.5. Further expand strategic grant development efforts
- 11.6. Leverage institutional advancement efforts through partnerships
- 11.7. Support the CSI Foundation in its fundraising efforts

*Performance Measure:* Total yearly dollar amount generated through external grants

*Benchmark:* Pursue and achieve funding and/or meritorious evaluation for at least 5 relevant grant opportunities per year  
Submit a minimum of \$2,750,000 yearly in external grant requests with a 30% success rate





*Performance Measure:* Funds raised through the CSI Foundation

*Benchmark:* By 2016 achieve a minimum of 80% employee participation in the Foundation's internal campaign  
By 2016 award Foundation scholarships to at least 33% of all eligible CSI students

**12. Goal: Further develop and effectively target our advocacy efforts**

- 12.1. Promote the community college mission locally, statewide, and nationally
- 12.2. Raise awareness of the role of community colleges in providing lifelong learning opportunities and their contributions to the economic, social, and cultural development of the communities they serve
- 12.3. Articulate the needs of the College clearly and persuasively
- 12.4. Effectively represent CSI's budget, policy, and program interests to local, state, and national elected officials and government agencies at all levels
- 12.5. Ensure that the College receives the appropriate support and recognition
- 12.6. Advocate for adequate funding to carry out our mission and vision
- 12.7. Effectively communicate the impact of and positive outcomes derived from the support received
- 12.8. Partner with other sister institutions and strengthen linkages to various community college advocacy groups

*Performance Measure:* State funding levels

*Benchmark:* Maintain general fund dollars per student FTE comparable to that of our peer institutions (defined as other community colleges in Idaho)

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\*CSI's IPEDS peer group:

- Angelina College
- Blue Mountain Community College
- Central Wyoming College
- Centralia College
- Coastal Bend College
- College of Eastern Utah
- College of the Redwoods
- Colorado Mountain College
- Columbia College
- Eastern Arizona College
- Eastern New Mexico University-Roswell Campus
- Hawaii Community College
- Hill College
- Howard College
- Kilgore College
- Lake Tahoe Community College





- Lamar State College-Orange
- Linn-Benton Community College
- New Mexico Junior College
- North Central Texas College
- Northeast Texas Community College
- Northeastern Oklahoma A&M College
- Northern Oklahoma College
- Paris Junior College
- Sheridan College
- Snow College
- Southwestern Oregon Community College
- Taft College
- Treasure Valley Community College
- Trinity Valley Community College
- Umpqua Community College
- Vernon College
- Weatherford College
- West Hills College-Coalinga
- Western Wyoming Community College
- Wharton County Junior College

### External Factors

Various external factors outside CSI's control could significantly impact the achievement of the specific goals and objectives outlined in the strategic plan:

- Changes in the economic environment (e.g. underemployment, foreclosure and bankruptcy rates, inflation, energy cost, availability of credit, personal income, the value of the dollar, etc.)
- Changes in national or state priorities
- Significant changes in local, state or federal funding levels
- Changes in market forces and competitive environment
- Circumstances of and strategies employed by our partners (e.g. K-12, higher education institutions, local industry)
- Supply of and competition for highly qualified faculty and staff
- Government-wide policies
- Legal and regulatory constraints
- Changes in technology (access, affordability, efficiency)
- Demographic changes (e.g. changes in the number of high school graduates, retirement of the Baby Boomers, growing minority population, etc.)
- Natural disasters, pandemic, acts of war/terrorism

CSI will make every effort to anticipate and manage change effectively, establish and implement effective risk management policies and practices, and minimize the negative impacts of factors beyond the institution's control.



**College of Southern Idaho • Strategic Plan 2012 - 2016**

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**College of Southern Idaho**

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Updated March 2011

## Strategic Plan 2012 - 2016

### Forward

Strategic Plan 2011-2015 has been reviewed and it is recommended that the Strategic Plan 2011-2015 submitted to the Idaho State Board of Education last year and approved by the Board of Trustees, remain in effect for 2012-2016 without revisions.

### **MISSION**

The College of Western Idaho is a public, open-access, and comprehensive community college committed to providing affordable access to quality teaching/learning opportunities to the residents of its service area in Western Idaho.

### **VISION**

The College of Western Idaho provides affordable, quality teaching and learning opportunities for all to excel at learning for life.

### **CORE THEMES**

Professional technical programs  
General education courses/programs  
Basic skills courses  
Community outreach

### **STATUTORY AUTHORITY**

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) and Idaho State Board of Education standards. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

## STRATEGIC GOALS AND OUTCOMES

### Goal #1: Structure Student Success

The College of Western Idaho will implement a variety of programs to foster students' success in reaching their educational goals.

#### Objectives

1. Develop an effective, mandatory course placement system including accurate assessments and course prerequisites.
2. Implement best practices in basic skills instruction and student services that are effective in moving students from basic skills into college-level courses.
3. Implement strategies that have proven to be effective in connecting to students with various learning styles, increasing retention within a course, and increasing student persistence to their educational goal.
4. Develop a Transfer Admissions Guarantee program with universities.
5. Develop a structured First Semester Program to achieve these goals:
  - a. Orient students to college and to college-level work including study skills
  - b. Identify each student's purpose for attending college
    - i. Require at least two meetings with a faculty advisor or counselor.
    - ii. Once a student completes 30 units, follow up with each student to affirm educational goals.
    - iii. Provide support at the first sign of academic distress
6. Develop partnerships with local employers for CWI students to have priority access to open positions.
7. Encourage student internships and/or service learning
  - a. Ask business leaders serving on advisory committee to provide opportunities for paid or unpaid student interns
  - b. Partner with local service agencies and non-profit organizations to provide opportunities for student interns or service learning projects.
  - c. Solicit slots for student interns in federal programs, such as those organized by the U.S. Department of the Interior.
8. Increase student engagement with the campus by supporting student government.

#### **Performance Measures:**

- Professional technical program completers are employed in a related field or have transferred to a 4-year college or university.  
**Benchmark:** Achieve an 80% placement rate in each program.
- General education (transfer) student success  
**Benchmark:** Students who transfer to colleges or universities as juniors will earn a 2.0 GPA or higher in their first semester at the transfer institution.
- General education courses/program completers enter a 4-year college or university within 5 years.

**Benchmark:** 40% of CWI's students will transfer to a 4-year college or university within 5 years.

- Basic Skills student success

**Benchmarks:**

- Basic skills students successfully complete an Adult Basic Education course
- Students who successfully complete a basic skills course also successfully complete the next course in the sequence or a college-level course in the same discipline.

- Community Outreach student success

**Benchmark:** 70% of community outreach students will indicate satisfaction/completion of their goals for professional development as well as their employers' expectations using a end of course satisfaction survey.

- Student/participant satisfaction rates

**Benchmark:** End of course/event evaluation results will average 2.5, (using a 4.0 Likert scale satisfaction survey) to demonstrate overall satisfaction with the alternative delivery method.

- Faculty qualification

**Benchmark:** All faculty will meet or exceed the CWI hiring standards.

## **Goal # 2: Develop Systems to Support Faculty and Staff**

The College of Western Idaho will prioritize support for faculty and staff as a way to optimize effective practice in pedagogy and service to students which thereby maximizes student success.

### **Objectives**

1. Make excellence in instruction and customer service a college priority through resource allocation, evaluations, and needed support and training.
2. Develop a Center for Teaching Excellence. Include faculty learning opportunities beyond conferences, such as internships in local businesses, agencies, and non-profit organizations and tuition.
3. Create a program to recognize faculty and staff excellence.

### **Performance Measures**

- Faculty and staff satisfaction

**Benchmark:** 75% of CWI's faculty and staff indicate satisfaction by responding with agree or strongly agree on the annual faculty/staff satisfaction survey.

- Faculty and staff professional development

**Benchmark:** Provide CWI faculty and staff with professional development opportunities through the Center for Teaching and Learning, Human Resources Staff

development opportunities, and customized training opportunities through Center for Workforce Development.

**Goal #3: Implement Practices for Fiscal Stability**

The College of Western Idaho will operate within its available resources by institutionalizing a number of practices, such as improving operating efficiencies and implement strategies to increase revenue.

**Objectives**

1. Determine how to fund growth out of existing allocations,
  - a. Increase productivity by achieving cost-efficient class size comparable to other community colleges.
2. Explore methods of increasing revenue to fund college operations and the build out of the college through many options such as:
  - a. Secure additional state funding;
  - b. Expand the college's tax base;
  - c. Solicit additional funds from private sources, such as foundations; and
  - d. Create a CWI Foundation to launch a capital campaign.
3. Develop decision-making processes that include consideration of the fiscal implications of all proposals

**Performance Measures:**

- Instructional cost per credit hour and student FTE  
**Benchmark:** Instructional costs per credit hour and student FTE will compare favorably to those of our peer institutions.
- Total yearly dollar amount generated through external grants  
**Benchmarks:**
  - Funding and/or meritorious evaluation for at least 5 relevant grant opportunities per year.
  - Achieve \$1,000,000 yearly in external grant requests.
- Funds raised through the CWI Foundation  
**Benchmarks:**
  - By 2013 achieve a minimum of 95% employee participation in the Foundation's internal campaign.
  - By 2013 award Foundation scholarships to at least a third of all eligible CWI students.
- State funding levels  
**Benchmark:** General fund dollars per student FTE comparable to that of our peer institutions

**Goal # 4: Connect the College to the Community**

The College of Western Idaho will implement a variety of programs to bring the college into the community in meaningful ways.

### Objectives

1. Support and strengthen a Community Education component.
2. Host events such as exhibits of the work of local artists and the National Poetry Competition as a way to encourage CWI student participation in such national competitions and to give the college national attention.
3. Invite community leaders/members to be guest speakers in class and to serve as mentors.
4. Request that faculty and staff volunteer to serve as guest speakers for local organizations. Recruit speaking engagements for the CWI speakers' bureau.

### Performance Measures:

- Participant survey of Community Education classes  
**Benchmark:** Survey results will average 2.5 on a 4.0 point scale to indicate participant satisfaction with services offered.
- Increase Community Awareness of CWI  
**Benchmark:** Utilize a number of opportunities to actively engage the community through: staff participating in civic organizations, hosting community events and presentations on campus, partnering with local schools to deliver both credit and non-credit courses and provide customized workforce training through Center for Workforce Development.

### Performance Measures and Benchmarks

The performance measures and benchmarks are representative of institutional performance outcome assessments required by the Idaho State Board of Education, standards of the Northwest Commission on Colleges and Universities, U.S. Department of Education Integrated Postsecondary Education Data System, Carl Perkins Vocational and Technical Education Act, Idaho Division of Professional-Technical Education and literature on community college success indicators, best practices, historical data, trends observed, as well as assumptions and forecasts.



[Note: The following pages contain Themes and Goals from the North Idaho College 2008-2013 Five-Year Strategic Plan. The Plan is reviewed and updated regularly. The Objectives and Action Items shown below are current as of the December 2010 Progress Report Update. Completed Objectives and Action Items are not included. NIC's Outcomes are SBOE's Performance Measures. NIC's Performance Measures are SBOE's Benchmarks.]

## **North Idaho College Strategic Plan Themes, Goals, and Objectives**

### **VISION STATEMENT**

North Idaho College will be...

- \* A comprehensive community college, a regional leader in an integrated education system, and a catalyst for positive change.
- \* A student-centered institution that embraces innovation and flexibility in response to community needs.
- \* The first choice of students seeking an accessible and affordable quality education.
- \* A caring, supportive learning community where the principles of equality are modeled and promoted.
- \* An institution dedicated to scholarship, personal growth, and lifelong learning.

### **MISSION STATEMENT**

North Idaho College is committed to student success, teaching excellence, and lifelong learning. As a comprehensive community college, North Idaho College provides quality educational opportunities that expand human potential and enhance the quality of life for the students and the communities it serves.

### **KEY EXTERNAL FACTORS**

- \* Enrollment Growth
- \* Revenue - Property Taxes
- \* Revenue - General Fund and PTE cuts
- \* Economic Climate
- \* Pay Comparability

**THEME I: PROGRAMS**

---

**Goal:** Create program schedules that maximize the use of available facilities, and take advantage of new and alternative facilities as appropriate.

**Objective:** Develop scheduling alternatives to maximize room utilization.

*Action Item:* Appoint a task force to look at room utilization based on instructor needs/desires (such as room size and technology requirements) for room assignments.

*Outcome:* Make best use of our available classroom space

*Performance Measure:* Classrooms and technology match the needs/desires of the instructor

\*\*\*

*Action Item:* Establish an internal policy for the use of shared resources between PTE and WFT to include facilities, equipment, and faculty.

*Outcome:* A policy for shared use of facilities, equipment, and faculty that provides equity for all parties.

*Performance Measure:* Document that can be used by PTE and WFT to clearly define the roles and responsibilities of all parties.

\*\*\*

**Objective:** Explore facility use within business and industry as appropriate.

*Action Item:* Contract with interested businesses to offer training/courses at their site.

*Outcome:* Offer off-site training

*Performance Measure:* Contracted training, credit or non-credit, offered to at least one business at their facility

\*\*\*

**Objective:** Explore off-campus sites within the service area.

*Action Item:* Explore creation of a larger Coeur d'Alene Tribal Educational Institute in Plummer as a site for offering NIC and UI classes.

*Outcome:* Work with Tribe members and UI staff to plan and design a new facility to house the Educational Institute and to be built and financed by the Tribe

*Performance Measure:* Institute designed by Summer 2009

\*\*\*

**Goal:** Expand and improve alternative delivery of education.

**Objective:** Expand course offerings at the NIC Outreach Centers and other off-campus sites.

*Action Item:* Continue discussions with the Silver Valley Economic Development group regarding offering Trade & Industry

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*programs in the Silver Valley.*

*Outcome: Develop a schedule for offering programs in Kellogg and Wallace*

*Performance Measure: Two programs ready to offer by Fall 2010*

\*\*\*

**Goal: Improve and expand educational opportunities, programs, and courses for the student population and community.**

**Objective:** Expand program offerings, and accelerate the implementation of new professional-technical and workforce training at NIC that meet the needs of students, business, and industry.

*Action Item: Determine the appropriate standardized class size for each NIC course.*

*Outcome: Established criteria used to determine the appropriate class size, based on common practice pedagogy, for each NIC course.*

*Performance Measure: An established template which identifies the standardized class size/cap.*

\*\*\*

*Action Item: Facilitate the use of the learning module system with every credit class offered.*

*Outcome: Every class offered at NIC has a minimum web-enhance capability.*

*Performance Measure: Percent of NIC classes connected to the e-Learning module system.*

\*\*\*

*Action Item: Find additional space for delivery of enrollment rich PTE programs.*

*Outcome: Partnerships with outside agencies or business which allow for NIC instruction of enrollment rich PTE programs off campus.*

*Performance Measure: Number of additional spaces found and utilized for delivery of PTE classes.*

\*\*\*

**Objective:** Increase awareness of and access to college education and workforce training opportunities for ABE/GED students.

*Action Item: Increase the number of ABE/GED students who enroll in PTE programs.*

*Outcome: Market/promote the PTE programs at the ABE/GED Center on a monthly basis*

*Performance Measure: A 10% increase in the number of ABE/GED students who enroll in PTE programs during Fall 2009*

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\*\*\*

*Action Item: Increase the number of ABE/GED students who enroll in Workforce Training courses*

*Outcome: Market/promote Workforce Training opportunities at the ABE/GED Center on a monthly basis*

*Performance Measure: A 10% increase in the number of ABE/GED students who enroll in Workforce Training courses during Fall 2009*

\*\*\*

*Action Item: Meet and/or surpass the new and more rigorous State of Idaho performance standards regarding student completion rates, transition to post-secondary education, GED acquisition, and employment.*

*Outcome: ABE/GED student performance tracked, analyzed and measured against the Idaho Measurement and Accountability System to ensure goal attainment.*

*Performance Measure: Student performance exceeds state performance goals as set by the ABE State Director.*

\*\*\*

**THEME II: STUDENT SUPPORT**

---

**Goal:** **Implement initiatives to increase student success.**

**Objective:** Develop a system to assist potential students with financial planning for costs associated with attending NIC.

*Action Item:* *Establish a link between the Bookstore and Financial Aid to better service students purchasing books with financial aid.*

*Outcome:* *The bookstore will have real-time information they need to allow students to charge against their financial aid.*

*Performance Measure:* *The process to charge books against aid for students will be streamlined.*

\*\*\*

**Objective:** Develop technology-based student services.

*Action Item:* *Develop a process for section wait-listing.*

*Outcome:* *Wait-list process will be utilized.*

*Performance Measure:* *Students will actively use the wait-list process.*

\*\*\*

*Action Item:* *Section wait-listing*

*Outcome:* *Developed system*

*Performance Measure:* *System in place*

\*\*\*

**Goal:** **Improve student access.**

**Objective:** Develop a system to assist potential students with financial planning for costs associated with attending NIC.

*Action Item:* *Develop job description for a "Financial Planner"*

*Outcome:* *Completed JD*

*Performance Measure:* *See above*

\*\*\*

*Action Item:* *Educate parents and prospective students about resources available on NIC's website for their use when researching the cost of attending college.*

*Outcome:* *Parents and students will be better informed and prepared.*

*Performance Measure:* *Fewer students will be unprepared for paying for their college education.*

\*\*\*

**Objective:** Improve ability to receive financial aid in outreach areas.

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	<i>Action Item:</i>	<i>Improve financial aid education to the outreach centers staff and students.</i>
	<i>Outcome:</i>	<i>Increased awareness of financial aid options by outreach students and outreach center staff.</i>
	<i>Performance Measure:</i>	<i>Increased awareness of financial aid options by outreach students and outreach center staff.</i>
	***	
Objective:	Improve collaboration with high school career guidance counselors to provide improved career exploration, advising, and dual credit registration based on unique student interests, aptitudes, and abilities.	
	<i>Action Item:</i>	<i>Implement ideas developed by team.</i>
	<i>Outcome:</i>	<i>Assigned project managers with appropriate due dates for implementation</i>
	<i>Performance Measure:</i>	<i>Reports due by project managers detailing progress</i>
	***	
	<i>Action Item:</i>	<i>Meet weekly to discuss issues and develop strategies.</i>
	<i>Outcome:</i>	<i>Organize a meeting with stakeholders outlying goals and possible outcomes.</i>
	<i>Performance Measure:</i>	<i>Documentation that team met and made progress</i>
	***	
<b>Goal:</b>	<b>Improve student communications</b>	
Objective:	Develop technology-based student services.	
	<i>Action Item:</i>	<i>Develop and implement student transcript tracking and processing.</i>
	<i>Outcome:</i>	<i>Student's ability to get transcripts from NIC will be enhanced.</i>
	<i>Performance Measure:</i>	<i>This process will be technology based.</i>
	***	
	<i>Action Item:</i>	<i>Improve web based transfer information.</i>
	<i>Outcome:</i>	<i>Students and advisors will have easier access to transfer information.</i>
	<i>Performance Measure:</i>	<i>Students and advisors will utilize the web to research transfer information.</i>
	***	
Objective:	Identify and develop appropriate recruitment strategies for targeted populations.	
	<i>Action Item:</i>	<i>Expand social networking through student activities.</i>
	<i>Outcome:</i>	<i>Students will be more aware of available activities and programs.</i>
	<i>Performance Measure:</i>	<i>Increased student participation in activities and</i>

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*programs.*

\*\*\*

*Action Item: Research instant messaging and social media avenues as recruitment tools.*

*Outcome: Increased communication with targeted population.*

*Performance Measure: Increased interactions with the college by targeted population.*

\*\*\*

Objective: Implement a student email system.

*Action Item: Develop an advertising campaign for students about their NIC email and portal accounts.*

*Outcome: NIC will primarily communicate with students via email and/or portal.*

*Performance Measure: Increased use of student email and portal and increased paperless processing.*

\*\*\*

Objective: Increase Advisor-Student interactions.

*Action Item: Develop an advising syllabus with learning outcomes.*

*Outcome: Available to all advisors*

*Performance Measure: Successful distribution of syllabus*

\*\*\*

THEME III: COLLEGE COMMUNICATIONS AND CLIMATE

---

**Goal:** Attract and retain high quality employees.

**Objective:** Create plan to address employee turnover.

*Action Item:* Create succession plan for key positions within organization to identify impact of loss, probability of loss, and bench strength for key positions.

*Outcome:* Planned control of succession management

*Performance Measure:* Plan created, bench strength identified, potential successors identified for key positions and development plans established

\*\*\*

*Action Item:* Identify ongoing turnover rates among employee groups and identify potential causes of turnover through surveys, exit interviews, and other analyses.

*Outcome:* Improved Retention

*Performance Measure:* Baseline turnover data will be established and used as benchmark for future efforts

\*\*\*

*Action Item:* Increase mentoring and developmental opportunities for internal candidates to prepare for promotional opportunities created by turnover.

*Outcome:* Greater bench strength established for all key positions in current incumbents and potential successors

*Performance Measure:* Formal mentoring program developed for key positions and potential successors; Professional development program developed for key positions and potential successors

\*\*\*

**Objective:** Define and develop a comprehensive hiring process and provide training to all hiring managers and participants on effective hiring strategies.

*Action Item:* Review and revise hiring practices to ensure compliance and ease of hiring best candidates.

*Outcome:* Increased legal compliance and quality of hire, reduced turnover

*Performance Measure:* New hiring practices established; New hiring practices communicated marketing campaign developed that permeates all communication among current and potential employees

\*\*\*

**Objective:** Develop a comprehensive recruitment strategy to attract highly qualified and diverse



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candidates.

*Action Item:* Develop strategic recruitment and hiring strategy that incorporates advertising, marketing and other recruitment efforts to attract high quality and diverse candidates.

*Outcome:* Improved Recruitment

*Performance Measure:* Comprehensive plan developed; Measure types and breadth of advertising venues for positions; # applicants, diversity of applicants; Hiring metrics (time to hire)

\*\*\*

*Action Item:* Implement an internal branding campaign to focus on positive elements of working for NIC.

*Outcome:* Improved Recruitment & Retention

*Performance Measure:* New internal and external employment marketing campaign developed that permeates all communication among current and potential employees

\*\*\*

**Objective:** Implement a comprehensive orientation process to improve integration and retention of new employees.

*Action Item:* Develop new online and multimedia tools to provide better information, orientation, and training to potential and new employees to enhance on-boarding experience.

*Outcome:* Improved integration of new employees; reduced turnover of new hires

*Performance Measure:* New orientation completed/available

\*\*\*

*Action Item:* Establish a passport tool for new employees to ensure effective orientation through the first six months of employment.

*Outcome:* Improved integration of new employees; reduced turnover of new hires

*Performance Measure:* New orientation completed/available

\*\*\*

**Objective:** Improve upon total rewards offered to employees.

*Action Item:* Review compensation practices to identify improvements in faculty compensation programs.

*Outcome:* Ensure appropriateness of pay structure

*Performance Measure:* Job analysis and evaluation complete; Work with faculty group(s) to assess current structure and

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*appropriateness; presentation of recommended changes to President's Cabinet for review; adoption as approved*

\*\*\*

*Action Item: Review compensation practices to identify improvements in staff compensation programs.*

*Outcome: Internal/External equity components in plan; ensure appropriateness of pay structure*

*Performance Measure: Job analysis and evaluation complete; internal equity structure established for jobs; comprehensive market survey completed; alignment/restructuring of pay grades as appropriate; presentation of recommended changes to President's Cabinet for review; adopt*

\*\*\*

**Goal: Further develop opportunities for professional development.**

**Objective:** Create additional faculty development programs and opportunities.

*Action Item: Develop faculty development program to promote further professional and academic development of faculty.*

*Outcome: Enhanced opportunities for ongoing faculty development to enhance quality in classroom*

*Performance Measure: Number of faculty development opportunities; number of faculty development hours*

\*\*\*

*Action Item: Integrate faculty development into faculty evaluation tools.*

*Outcome: Increased accountability for ongoing development and improved classroom quality*

*Performance Measure: Creation of faculty development evaluation tool that incorporates professional development*

\*\*\*

**Objective:** Establish an internal leadership institute program.

*Action Item: Develop curriculum for new program to provide employees with the opportunity to prepare for future leadership roles. Offer program at least once during FY09.*

*Outcome: Improved competencies of supervisors, greater consistency and compliance in policy administration and execution, improved employee relations, greater management effectiveness, and reduced risk*

*Performance Measure: Number of course offerings, number of attendees, and percentage of all managers trained*

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\*\*\*  
Objective: Implement executive development program to enhance the capability of senior leaders.

*Action Item:* Develop format of executive development strategies with President and incorporate into executive performance expectations for coming year.

*Outcome:* Improved competencies of executives, and greater ability to adapt and innovate

*Performance Measure:* Creation of executive development strategy, and development activities per year by executives

\*\*\*  
**Goal: Improve organizational and inter-departmental communications.**

Objective: Create tools and opportunities for communication among employees, students, managers, and leaders.

*Action Item:* Conduct an employee opinion survey as a follow up to the 2008 survey to evaluate progress in key areas.

*Outcome:* Improved input from employees regarding NIC, and greater awareness of issues affecting NIC; Assessment of progress to improve previously identified issues and opportunities

*Performance Measure:* Assessment comparison of 2007 to 2008 results to determine progress in measured areas

\*\*\*  
*Action Item:* Increase awareness of employee access to "open door" policy to managers and leaders throughout the organization.

*Outcome:* Improved input from employees regarding NIC, and greater access to managers and leaders

*Performance Measure:* Awareness messages and strategy developed

\*\*\*

**THEME IV: FINANCE AND FUNDING**

---

**Goal:** **Align budget with strategic plan.**

**Objective:** Document how the budget addresses the priorities of the strategic plan.

*Action Item:* In the preparation of the budget for each upcoming year, have each respective Vice President document how the budget is conforming to the Strategic Plan in their particular area.

*Outcome:* Document of conformation is prepared

*Performance Measure:* Review documents presented in the budgeting process to document conformance of the budget to the Strategic Plan

\*\*\*

**Objective:** Ensure that the strategic plan is addressed in the budget and at the Board of Trustee's meetings.

*Action Item:* The President's Cabinet will review the Strategic Plan each year at the start, middle, and end of the budgeting process. Discuss the completion of objectives and changes to the plan as necessary.

*Outcome:* Review of plan is made

*Performance Measure:* Review the minutes and agenda for appropriate discussion on the Strategic Plan

\*\*\*

**Goal:** **Pursue expanded funding opportunities through NIC Foundation for student success, faculty-staff support, facility development, and program development.**

**Objective:** Develop and implement a more comprehensive annual giving campaign to expand resources for priority needs.

*Action Item:* Continue to expand the Annual Giving Campaign

*Outcome:* Successful fundraising and strengthened relationships

*Performance Measure:* Total dollars raised and relationships built

\*\*\*

*Action Item:* Continue to work closely with the employee steering committee to expand on the tailored plan for NIC designed to build awareness and increase participation in giving opportunities.

*Outcome:* Expanded culture of philanthropy by NIC employees.

*Performance Measure:* Increased participation and support.

\*\*\*

**Objective:** Provide appropriate support for future college expansion and special initiatives.

*Action Item:* Pursue expanded funding for priority needs.

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*Outcome: Successful fundraising and strengthened relationships*

*Performance Measure: Total dollars raised and relationships built*

\*\*\*

**Goal: Pursue opportunities for alternative funding sources.**

**Objective:** Build partnerships and collaborative relationships with business and industry.

*Action Item: The college will join JobsPlus and the Manufacturer's Consortium as well as becoming more active in the Coeur d'Alene Chamber of Commerce.*

*Outcome: Membership in JobsPlus and Manufacturer's Consortium*

*Performance Measure: Each year the Board of Trustees will include as part of their evaluation of the President, the campus involvement to ensure adequacy. Memberships in community events will be evaluated annually by the President.*

\*\*\*

**Objective:** Expand total external private and federal grant applications for targeted college priority needs.

*Action Item: Increase campus involvement in grants development.*

*Outcome: Greater number of NIC administrators, faculty, and staff taking a leadership role in the grant-seeking process*

*Performance Measure: Greater number of departments/divisions participating in pursuit of external funding requests which requires willingness to develop concepts/ideas and providing the expertise necessary to support grant-seeking process*

\*\*\*

*Action Item: Increase targeted requests for grant sources such as: Title III, Part A-Strengthening Institutions; TRIO (SSS, EOC, Talent Search); NSF Programs (ATE, CCLI, STEP, S-STEM, etc.); other federal and private grants.*

*Outcome: Enhanced fiscal resources for programs and services*

*Performance Measure: Increased total number of requests sought and overall success rate*

\*\*\*

**Objective:** Seek federal and state special appropriations for suitable college priority activities and programs.

*Action Item: Actively seek federal appropriation requests.*

*Outcome: Enhanced fiscal resources for programs and services and elevated awareness about North Idaho College with Idaho's federal delegation*

*Performance Measure: Number of requests sought and success in securing support*

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\*\*\*

*Action Item:* As requests are prepared for special or routine appropriations, review each with the President's Cabinet and as appropriate with the Board of Trustees. Prepare priorities as appropriate.

*Outcome:* Review is performed

*Performance Measure:* Within the month proposed, discuss each appropriations request with the appropriate administrative or governing body. Conform with guidelines regarding submission and content.

\*\*\*

## THEME V: COLLEGE IMAGE AND RELATIONS

---

<b>Goal:</b>	<b>Enhance community perception of NIC among targeted groups.</b>	
<b>Objective:</b>	Develop strategies to involve community members in NIC activities and events.	
	<i>Action Item:</i>	<i>Continue current process of promoting events and activities.</i>
	<i>Outcome:</i>	<i>Promote NIC events and activities</i>
	<i>Performance Measure:</i>	<i>None</i>
	***	
	<i>Action Item:</i>	<i>Continue the "Be Our Guest" program.</i>
	<i>Outcome:</i>	<i>Provide "Be Our Guest" passes</i>
	<i>Performance Measure:</i>	<i>More attendance at NIC events.</i>
	***	
	<i>Action Item:</i>	<i>Continue to send annual events list and season guest pass to targeted populations.</i>
	<i>Outcome:</i>	<i>Targeted populations receives passes to NIC events.</i>
	<i>Performance Measure:</i>	<i>Increased attendance at NIC events.</i>
	***	
<b>Objective:</b>	Promote the value of NIC and the credentials and expertise of the faculty to the community.	
	<i>Action Item:</i>	<i>Obtain and utilize testimonials from current students, graduates, and faculty in marketing campaign and on the NIC website to promote how NIC has impacted them.</i>
	<i>Outcome:</i>	<i>Prospective students hear from those impacted by NIC.</i>
	<i>Performance Measure:</i>	<i>None</i>
	***	
	<i>Action Item:</i>	<i>Promote and publicize community service projects and activities involving students, faculty, and staff.</i>
	<i>Outcome:</i>	<i>More community involvement</i>
	<i>Performance Measure:</i>	<i>None</i>
	***	
	<i>Action Item:</i>	<i>Promote the job placement rate and salary information of NIC Professional-Technical graduates (this report is already done by the PTE Division).</i>
	<i>Outcome:</i>	<i>Information promoted</i>
	<i>Performance Measure:</i>	<i>Press release, clippings</i>
	***	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**Goal:** **Promote awareness and recruitment through a strong marketing campaign.**

**Objective:** Develop a comprehensive branding and marketing plan.

*Action Item:* Incorporate and coordinate NIC and IdahoGoes teams marketing strategies and resources to maximize effectiveness and combined purchasing power.

*Outcome:* Maximize effectiveness

*Performance Measure:* None

\*\*\*

**Objective:** Improve the marketing strategies that facilitate a potential student's interest in professional-technical programs.

*Action Item:* Continue supporting Hardhats, Hammers and Hot Dogs initiative, Fall NIC Tech Tour and other marketing activities.

*Outcome:* Opportunity to advertise these events to the public.

*Performance Measure:* None

\*\*\*

*Action Item:* Create a PTWE webpage that is easily accessible, information rich, and inclusive of all aspects of PTWE.

*Outcome:* Getting more information out to the public about PTWE.

*Performance Measure:* None

\*\*\*

*Action Item:* Explore the potential for a dedicated PTWE newsletter.

*Outcome:* PTWE information readily available

*Performance Measure:* None

\*\*\*

*Action Item:* Produce feature stories when possible on news and successes within PTWE programs.

*Outcome:* Personal stories about PTWE programs available to promote programs.

*Performance Measure:* None

\*\*\*

*Action Item:* Work with PTWE leadership and staff to create a PTWE specific presentation to be used in conjunction with community speaking opportunities.

*Outcome:* Ability to have PTWE information for the public at speaking engagements.

*Performance Measure:* None.

\*\*\*

**Objective:** Market four-year degree opportunities that exist via relationships with partner



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

institutions.

*Action Item:* Conduct a workshop for identified NIC frontline staff involving University of Idaho and Lewis-Clark State College officials to familiarize NIC staff with available programming in North Idaho.

*Outcome:* Workshop conducted

*Performance Measure:* Participation at workshop

\*\*\*

*Action Item:* Coordinate with partner institutions on a one-a-year public information event promoting cooperative programs.

*Outcome:* More information to the public about schools.

*Performance Measure:* None

\*\*\*

*Action Item:* Coordinate with partner institutions on an annual public information event promoting cooperative programs.

*Outcome:* Events scheduled and held

*Performance Measure:* Attendance at events, increased awareness of cooperative programs

\*\*\*

*Action Item:* Marketing representatives from partner schools' North Idaho branches will meet periodically to coordinate strategies for marketing purposes.

*Outcome:* Collaborate marketing strategies.

*Performance Measure:* None

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**THEME VI: DIVERSITY & HUMAN RIGHTS**

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**Goal:** Promote diversity and human rights, including respect for all elements of the college.

**Objective:** Develop a comprehensive employee diversity initiative focused on improving awareness and inclusion throughout the campus.

*Action Item:* Develop hiring practices and strategies that attract applicants who reflect global diversity.

*Outcome:* Increased awareness and inclusion among employees and managers, and increased access to diverse candidates for improved hiring effectiveness

*Performance Measure:* Formalized diversity initiative developed by Human Resources

\*\*\*

*Action Item:* Incorporate diversity awareness, inclusion and education in formal training provided to employees.

*Outcome:* Increased awareness and inclusion among employees and managers, and increased legal compliance regarding areas of diversity and protected classes

*Performance Measure:* Number of facilitated events relating to training

\*\*\*

*Action Item:* Update the college Affirmative Action Plan / Program to ensure legal compliance.

*Outcome:* Up-to-date Affirmative Action Plan compliant with OFCCP standards and state/federal regulations

*Performance Measure:* Completed document that outlines all related data, action plans, and other applicable components of a bona fide Affirmative Action plan

\*\*\*

**Objective:** Explore international educational opportunities for students, faculty and staff.

*Action Item:* Develop Study Abroad resources.

*Outcome:* Designated person and resources for study abroad info

*Performance Measure:* Materials and person in place

\*\*\*

*Action Item:* Explore opportunities for faculty.

*Outcome:* Catalog of opportunities for faculty exchange

*Performance Measure:* Document available to faculty

\*\*\*

*Action Item:* Explore opportunities for staff.

*Outcome:* Identify opportunities offered internally and externally

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

*for staff to gain greater exposure to education related to global and international relations that will enhance diversity, inclusion and awareness throughout the campus.*

*Performance Measure: Number of sponsored events with an international focus for staff development and education*

\*\*\*

Objective: Promote cross-cultural understanding, diversity, and human rights in the curriculum.

*Action Item: Identify themes that classes / curriculum should incorporate.*

*Outcome: Collection of appropriate and available diversity and human rights competencies*

*Performance Measure: Established catalog of competencies available to faculty*

\*\*\*

Objective: Reflect NIC's commitment to diversity and human rights in extra-curricular activities and events.

*Action Item: Develop and maintain diversity training for faculty and staff.*

*Outcome: An ongoing training program will be in place.*

*Performance Measure: Staff and faculty training will be tracked.*

\*\*\*

*Action Item: Develop faculty/staff advising & support group for Spanish speaking students*

*Outcome: Group developed*

*Performance Measure: Group becomes connected with Spanish speaking students*

\*\*\*

*Action Item: Develop multi-cultural community guide*

*Outcome: Guide will be developed and distributed to appropriate groups.*

*Performance Measure: Guide developed, maintained, and distributed.*

\*\*\*

THEME VII: PHYSICAL RESOURCES

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**Goal:** Advance the campus infrastructure with regards to technology and safety.

**Objective:** Assess campus safety practices and implement necessary improvements.

*Action Item:* Improve network security via collaboration and best practice adoption.

*Outcome:* Enhanced security of records and other official information.

*Performance Measure:* A roster of defined best practices for improving network access and other security. Improvements to the VLAN and DNS architecture. Preparation to integrate an intrusion detection / prevention system (IDS/IPS) when funding becomes available.

\*\*\*

*Action Item:* Improve network security.

*Outcome:* Improved network and systems security via consultation, best practice adoption, software acquisition and standards creation.

*Performance Measure:* A network intrusion detection and prevention device will be acquired. Network traffic will be monitored to ensure that both records and traffic are secure for all purposes. Policy development regarding information security will be undertaken.

\*\*\*

**Objective:** Enhance online student support and education services.

*Action Item:* Bring all qualifying NIC classrooms to the minimum information technology standard using ARRA stimulus funding.

*Outcome:* Improved instructional delivery to 45 classrooms.

*Performance Measure:* Plan outlining the qualifying classrooms. Completion of rooms with available funding.

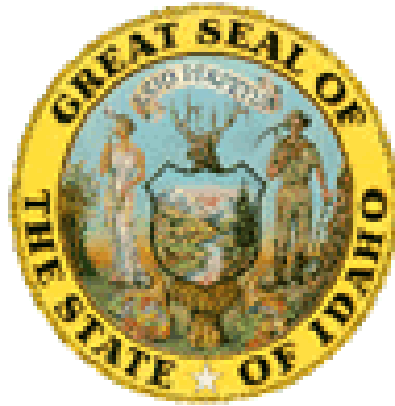
\*\*\*

*Action Item:* Develop a plan for equipment replacement.

*Outcome:* Develop plan addressing equipment replacement in classrooms with faculty input and institutional funding.

*Performance Measure:* A comprehensive plan for standardizing all classrooms will be prepared. Plans and funding requests will be reviewed by faculty.

\*\*\*



# Idaho Division of Professional- Technical Education 2012-2016 Strategic Plan



**Idaho Division of  
Professional-Technical  
Education**

***Welcome!***

The Division of Professional-Technical Education is an integral part of the State Board of Education's overall plan and process for the delivery of quality education and a seamless system of educational services throughout Idaho. Professional-technical education provides Idaho's youth and adults with technical skills, knowledge, and attitudes necessary for performance in a highly effective workplace.

Eighty percent of jobs in Idaho require less than a four year baccalaureate degree. These jobs requiring less than a four year baccalaureate degree are becoming increasingly sophisticated requiring quality technical education as well as a solid academic foundation. Professional-technical education is the delivery system for addressing this need. A component of the technical college system is workforce training which focuses on short term training for adults to retrain and upgrade their skills to meet labor market demands.

This plan provides direction for the professional-technical education system to inform, organize and affect continued efforts to deliver professional-technical programs and services to people throughout the state. The strategic planning process is dynamic and enhances our continuous improvement philosophy. The ultimate impact of this plan will depend on the efforts of dedicated teachers, administrators, and business people. We, in the Division, appreciate the opportunity to help facilitate those efforts and welcome suggestions for improvement.

Ann Stephens, State Administrator

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## **Mission Statement**

The mission of the Professional-Technical Education System is to provide Idaho's youth and adults with the technical skills, knowledge, and attitudes necessary for successful performance in a highly effective workplace.

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## **Vision Statement**

Economic vitality as well as quality of life is dependent on effective people equipped with the necessary skills, knowledge and attitudes to compete effectively, work efficiently and safely while balancing responsibilities to the family and the community. A qualified skilled workforce is essential to the competitiveness of Idaho's businesses and industries and the well-being and safety of Idaho's citizens. Professional-Technical Education is the delivery system that focuses on this need.

Professional-Technical Education is Idaho's public workforce education and training delivery system and is devoted to preparing students for occupations requiring less than a four year baccalaureate degree. This includes training for workers already in the workplace and for adults needing basic academic skills.

Quality, access, accountability, responsiveness and commitment to continuous improvement are hallmarks of Idaho's Professional-Technical Education System.

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## KEY EXTERNAL FACTORS

- Rapid technological change
- Diversification of Idaho's job market
- Adequate supply of qualified instructors
- State and federal legislation
- State and national economic climates
- State employment rates

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## AUTHORITY

This strategic plan has been developed by the Division of Professional-Technical Education (DPTE) in compliance with Idaho Code, Chapter 19, Title 67, and Sections 67-1901 through 67-1905, as amended. It supersedes all previous DPTE strategic plans.

Statutory authority for the DPTE is delineated in Idaho Code, Chapter 22, and Sections 33-2201 through 33-2212. IDAPA 55 states the role of DPTE is to administer professional-technical education in Idaho and lists specific functions. Section 33-1002G allows school districts to establish professional-technical schools and 39-5009 established the displaced homemaker account for appropriation to the State Board of Professional-Technical Education.

### ***Professional-Technical Education*** **Strategic Plan 2011-2015**

<b><i>Professional-Technical Education</i></b> <b>GOALS &amp; OBJECTIVES</b>	<b>Anticipated Completion Date</b>
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<b>Goal 1 - Quality</b>	
<b>Improve the quality of Idaho's professional-technical education system.</b>	
<b>Objective 1:</b> Promote initiatives that improve the quality of professional-technical education.  <u>Performance Measure:</u> Number of PTE concentrators who take a Technical Skill Assessment (TSA).  <u>Benchmark:</u> The number of PTE concentrators who take a state approved TSA will increase 10% each year.	Ongoing
<b>Objective 2:</b> Promote business and industry participation in professional-technical education.	Ongoing
<b>Objective 3:</b> Recruit and retain qualified professional-technical educators.	Ongoing
<b>Objective 4:</b> Promote professional development opportunities for students, teachers and counselors.	Ongoing
<b>Objective 5:</b> Provide workforce development systems with information and resources needed to make informed decisions about education and training.	Ongoing
<b>Objective 6:</b> Use continuous improvement processes to assess program quality and effectiveness.	Ongoing
<b>Goal 2 – Access</b>	
<b>Provide access to professional-technical education programs and services.</b>	
<b>Objective 1:</b> Provide alternative delivery systems to support underserved regions and expand workforce development training.	Ongoing
<b>Objective 2:</b> Inform Idahoans about professional-technical education, occupations, educational programs, schools, and scholarships.	Ongoing
<b>Objective 3:</b> Inform partners, including business, industries, agencies, and economic development entities, about professional-technical education.	Ongoing
<b>Objective 4:</b> Maintain access to quality secondary programs and services.	Ongoing
<b>Objective 5:</b> Maintain access to programs and options available through the technical college system.  <u>Performance Measure:</u> Number of Technical College enrollments.  <u>Benchmark:</u> Number of Technical College FTE enrollments will increase 2% each year.	Ongoing
<b>Objective 6:</b> Expand opportunities that help special populations participate in professional-technical programs	Ongoing

<p>and services.</p> <p><u>Performance Measures:</u> Number of ABE clients who meet their stated goal which may include a GED.</p> <p><u>Benchmark:</u> Number of ABE clients with GED as a goal who obtain a GED will increase 2% each year.</p>	
<p><b>Goal 3 – Accountability</b></p> <p><b>Ensure effective and efficient use of professional-technical education resources.</b></p>	
<p><b>Objective 1:</b> Review, revise and implement policies to make efficient use of professional-technical education system resources.</p>	Ongoing
<p><b>Objective 2:</b> Ensure funds designated for the professional-technical education system are efficiently managed to support the role and mission.</p>	Ongoing
<p><b>Objective 3:</b> Maintain efficient financial and accounting systems for the Division and the professional-technical education system.</p>	Ongoing
<p><b>Objective 4:</b> Maintain high placement rates.</p> <p><u>Performance Measure A:</u> Number of Technical College PTE completers who achieve positive placement or transition.</p> <p><u>Benchmarks:</u> The number of Technical College PTE completers who achieve a positive placement is at 90% or better.</p> <p><u>Performance Measure B:</u> Number of secondary completers who transition to postsecondary education or training.</p> <p><u>Benchmark:</u> The number of secondary PTE completers who transition to postsecondary education or training will exceed the National Center for Higher Education Management System rankings for Idaho.</p>	Ongoing



Idaho Division of  
Vocational Rehabilitation

2012 - 2016

## **Content and Format**

Since Federal and Idaho State governments operate according to different fiscal years, and since IDVR is accountable to Rehabilitation Services Administration (RSA) on a federal year basis (October 1 – September 30), the agency will use federal year statistics for reporting purposes in this Strategic Plan. This Plan will cover federal fiscal years 2012 through 2016.

The Plan is divided into three sections. The first section focuses on the Vocational Rehabilitation Program and presents specific goals, objectives and strategies for achieving these goals. The following section relates to the IDVR State Renal Disease Program. The final section addresses external factors impacting IDVR.

## **Vocational Rehabilitation Program Vision Statement**

“Your success at work means our work is a success.”

## **Vocational Rehabilitation Program Mission Statement**

“Preparing individuals with disabilities for employment and community enrichment.”



## **Vocational Rehabilitation Program Goals**

**Goal #1 – Continually improve the quality of Vocational Rehabilitation services available to eligible Idahoans with disabilities to prepare for, obtain, maintain, or regain competitive employment and long term Supported Employment within the context of available resources.**

1. **Objective:** Increase the number of individuals who successfully become employed after receiving VR services.

**Performance Measure:** The number of individuals who successfully achieve the employment outcome objective.

**Benchmark:** The number of individuals exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

2. **Objective:** Increase the number of transition age youth who successfully become employed after receiving VR services.

A. **Performance Measure:** The number of transition age youth who successfully achieve the employment outcome objective.

**Benchmark:** The number of transition age youth exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

B. **Performance Measure:** Through closer collaboration with Idaho school districts, disabled students participating in charter school programs, as well as those participating in on-line schooling and virtual/internet high schools, will be more effectively identified and served. In addition, IDVR will target the 504 transitional population, both inside and outside the consortium projects.

**Benchmark:** A baseline will be established in 2011 and the number served will be increased by 1% each subsequent year.

3. **Objective:** Increase the earnings of individuals who successfully become employed after receiving VR services.

**Performance Measure:** The earning capacity of those who become employed.

**Benchmark:** The average hourly earnings of individuals exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

4. **Objective:** Maintain the number of individuals with significant disabilities placed in employment with long term job support.

**Performance Measure:** The number of individuals in employment who receive long term support.

**Benchmark:** The number of individuals with significant disabilities placed into employment with long term job support shall be equal to or exceed the previous year's performance.

5. **Objective:** Improve the employment outcomes of individuals who are Deaf and Hard of Hearing.

**Performance Measure:** IDVR will fund two full time IESDB employees through a cooperative agreement established between IDVR and the IESDB (Idaho Educational Services for the Deaf and Blind). It is the responsibility of IESDB to locate and refer hearing impaired or hard of hearing transitioning students to IDVR for services. IDVR also agreed to provide resources directly to the two employees who will work in conjunction with respective VR counselors to develop appropriate IPE strategies.

**Benchmark:** The number of rehabilitations for this population will increase 6% between FFY2011 and the completion of FFY2013.

6. **Objective:** Utilize Information Technology to its maximum capacity.

- A. **Performance Measure:** Increase the efficiency and capacity of record storage.

**Benchmark:** Completion of the document imaging and signature pad projects in all regions by 2012.

- B. **Performance Measure:** Information Technology/Skill Development of all personnel.

**Benchmark:** Ongoing education and training will increase.

7. **Objective:** Statewide consistency for orientation and training to ensure continuity among all levels of staff.

**Performance Measure:** A comprehensive Training Manual for VR Counselors, VR Assistants, Regional Managers, and Assistant Regional Managers.

**Benchmark:** One module of the Training Manual will be completed per year over the next four years.

8. **Objective:** Enhance revenue opportunities for VR programs.

**Performance Measure:** Increase grant opportunities and collaboration with state agencies and other entities to develop shared projects.

**Benchmark:** Collaboration with agencies and other entities will meet or exceed the previous year.

**Goal #2 - Ensure that all eligible individuals with disabilities have equal access to services.**

1. **Objective:** Assure that individuals of minority backgrounds have equal access to services.

**Performance Measure:** Maintain or increase the number of individuals from minority backgrounds who successfully become employed after receiving Vocational Rehabilitation services.

**Benchmark:** The number of individuals with disabilities from minority backgrounds exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

2. **Objective:** Adequately meet the employment needs of the increasing Adult Corrections population statewide.

**Performance Measure:** Maintain or increase the number of individuals from the Adult Corrections population statewide who successfully become employed after receiving Vocational Rehabilitation services.

**Benchmark:** The number of individuals with disabilities from the Adult Corrections population exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

3. **Objective:** Strengthen partnerships with community partners.

- A. **Performance Measure:** Participation in the meetings and activities of community programs including but not limited to the Consortium for Idahoans with Disabilities (CID), Workforce Investment Act (WIA), State Independent Living Council (SILC), Developmental Disabilities Council, Advisory Commission on Correctional Education and Programs, Interagency Working Group, and Secondary Transition Group to support their efforts.

**Benchmark:** Increase regular attendance

- B. **Performance Measure:** Increase collaboration with Community Rehabilitation Programs (CRP's) and other partners to develop shared projects.

**Benchmark:** Collaboration with partners will meet or exceed previous year.

### **Goal #3 - Ensure that IDVR is compliant with the Rehabilitation Services Administration (RSA) performance objectives and policies.**

**Objective:** Maintain an internal audit process that achieves the vocational outcome goals established by RSA.

- A. **Performance Measure:** Monthly audits will be conducted statewide to address the current RSA performance objectives and policies.

**Benchmark:** IDVR will achieve a minimum of 90% compliance in all areas measured by the monthly audit review.

- B. **Performance Objective:** Establish and maintain a protocol that clearly defines activities and expenditures of the council for the Deaf and Hard of Hearing that adheres to all applicable policy, regulation and statutes.

**Benchmark:** A policy is developed by FFY 2012.



## State Renal Disease Program

### Mission

To provide financial assistance for lifesaving medical care and treatment to Idaho residents who are experiencing end-stage renal disease; and who do not have the financial resources to meet all their end-stage renal disease medical needs; and for whom work is not an option; or are employed, but unable to afford lifesaving kidney related expenses on a continuing basis.

### Vision

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

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

**Objective:** Develop a plan to transfer the Renal Disease Services Program from IDVR to the Department of Health and Welfare.

**Performance Measure:** IDVR, in conjunction with Health and Welfare, will develop a plan to transfer the program.

**Benchmark:** A plan is developed and ready for review by JFAC and the House and Senate Health and Welfare committees by December 1, 2011.





## External Factors Impacting IDVR

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The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the clientele served and the variety of disabilities addressed. Challenges facing the Division include:

### **Technological Advances in Both Assistive Rehabilitation Products and Information Technology**

IDVR is dedicated to keeping current of the latest trends in both assistive rehabilitation technology and information technology, and in training Vocational Rehabilitation Counselors and staff. IDVR employs an Information Technology staff to develop innovative ways to utilize technology in carrying out its mission. IDVR also collaborates with the Idaho Assistive Technology Center located at the University of Idaho.

### **Changes in the Medical Industry**

Continuing advancements in the medical industry as well as changes relating to insurance and financial benefits pose complex questions for the Vocational Rehabilitation Counselor. This is especially true in determining eligibility and services. Many IDVR Counselors and Managers are involved with health and disability-related organizations to keep abreast of these changes.

### **Idaho's Economy**

While Idaho has seen tremendous growth in its population in the past ten years, the current economic downturn and resulting high unemployment rate are posing unique and challenging barriers to Idahoans with disabilities.

### **Political Climate**

The political elements are by far the most difficult for IDVR to overcome since they are essentially out of the control of the Division. At the state level, the Division is subject to legislative action regarding annual budget requests including service dollars and personnel expansion. Any legislation pertaining to service provision either by public or private sectors will have a definite impact on Division services and service providers.

IDVR is also affected by decisions made at the federal level. The outcome of the new Health Care Act is not yet clearly understood, but will undoubtedly have an influence on IDVR clients and services provided. Also, the direction Congress chooses regarding reauthorization of the Rehabilitation Act will impact the future of Vocational Rehabilitation in Idaho. Federal funding decisions, e.g., training grants, block grants, funding reductions, program deletions, merging of programs, changes in health care and employment standards and practices are areas that would impact the Division's planning process. Funding decisions and allocations on a state level have a direct impact on the amount of Federal dollars the agency is able to capture.

All staff of the Idaho Division of Vocational Rehabilitation takes pride in providing the most effective, efficient services available to individuals with disabilities seeking employment. Management is committed to continued service to the people of Idaho. The goals and objectives outlined in the IDVR Strategic Plan are designed to maximize the provision of services to Idahoans with disabilities as well as promote program accountability.



*Idaho Public  
Television*  
**STRATEGIC PLAN**  
**2012-2016**

## Idaho Public Television STRATEGIC PLAN 2012-2016

Idaho Public Television is an integral part of the State Board of Education's overall plan and process for the delivery of quality education throughout Idaho. This Plan describes the primary vision, needs, concerns, goals, and objectives of the staff and administration toward achieving those goals. The mission and vision of our agency reflect an ongoing commitment to meeting the needs and reflect the interests of our varied audiences.

Idaho Public Television's services are in alignment with the guiding goals & objectives of the State Board of Education (SBoE). This Plan displays SBoE goals alongside the Agency's Strategic Planning Issues.

\_\_\_\_\_  
3/21/2011

Peter W. Morrill  
General Manager  
Idaho Public Television

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### VISION STATEMENT

Inspire, enrich, and educate the people we serve, enabling them to make a better world.

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### MISSION STATEMENT

The mission of Idaho Public Television is to meet the needs and reflect the interests of its varied audiences by:

- Establishing and maintaining statewide industry-standard delivery systems to provide television and other media to Idaho homes and schools;
- Providing quality educational, informational, and cultural television and related resources;
- Creating Idaho based educational, informational, and cultural programs and resources;
- Providing learning opportunities and fostering participation and collaboration in educational and civic activities; and
- Attracting, developing, and retaining talented and motivated employees who are committed to accomplishing the shared vision of Idaho Public Television.

## Idaho Public Television STRATEGIC PLAN 2012-2016

### **SBoE Goal 1: A WELL-EDUCATED CITIZENRY**

The educational system will provide opportunities for individual advancement.

#### **IdahoPTV Objectives:**

- 1) Progress toward digital implementation, as a statewide infrastructure in cooperation with public and private entities.
  - Performance Measure(s):
    - Number of DTV channel hours of transmission.
      - Benchmark: FY12 – meet or exceed 137,240 (established by agency research)
    - Number of transmitters broadcasting a DTV signal.
      - Benchmark: FY12 – 5 of 5 (established by industry standard)
    - Number of DTV translators.
      - Benchmark: FY12 – 20 of 42 (established by industry standard)
    - Number of licensed DTV fill-in translators (DTS).
      - Benchmark: FY12 – meet or exceed 3 of 7 (established by industry standard)
    - Number of cable companies carrying our prime digital channel.
      - Benchmark: FY12 – meet or exceed 10 (established by industry standard)
    - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
      - Benchmark: FY12 – meet or exceed 7 (established by industry standard)
    - Percentage of Idaho's population within our DTV signal coverage area.
      - Benchmark: FY12 – meet or exceed 73.1% (established by industry standard)
- 2) Operate an efficient statewide delivery/distribution system.
  - Performance Measure(s):
    - Total FTE in content delivery and distribution.
      - Benchmark: FY12 – less than 30.45 (established by industry standard)
- 3) Provide access to IdahoPTV television content that accommodates the needs of the hearing and sight impaired.
  - Performance Measure(s):
    - Percentage of broadcast hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
      - Benchmark: FY12 – meet or exceed 97.5% (established by industry standard)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

- Number of service hours of descriptive video service provided via the second audio program to aid those with impaired vision.
  - Benchmark: FY12 – meet or exceed 13,500  
(established by agency research)
- 4) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
  - Performance Measure(s)
    - Number of visitors to our Web sites.
      - Benchmark: FY12 – meet or exceed 1,200,000  
(established by agency research)
    - Number of visitors to IdahoPTV/PBS video player.
      - Benchmark: FY12 – meet or exceed 6,000  
(established by agency research)
- 5) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
  - Performance Measure(s):
    - Total number of hours of educational programming.
      - Benchmark: FY12 – meet or exceed 8,842  
(established by agency research)
- 6) Contribute to a well-informed citizenry.
  - Performance Measure(s):
    - Number of channel hours of news, public affairs, and documentaries.
      - Benchmark: FY12 – meet or exceed 10,000  
(established by agency research)
- 7) Provide relevant Idaho-specific information.
  - Performance Measure(s):
    - Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.
      - Benchmark: FY12 – meet or exceed 1,795  
(established by agency research)
- 8) Provide high quality, educational television programming and new media content.
  - Performance Measure(s):
    - Number of awards for IdahoPTV media and services.
      - Benchmark: FY12 – meet or exceed 35  
(established by industry standard)
- 9) Be a relevant, educational and informational resource to all citizens.
  - Performance Measure(s):
    - Full-day IdahoPTV viewership as compared to peer group of PBS state networks – indexed to 100.
      - Benchmark: FY12 – meet or exceed 100  
(established by industry standard)

10) Operate an effective and efficient organization.

- Performance Measure(s):
  - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
    - Benchmark: FY12 – yes/yes/yes  
(established by industry standard)
  - Successfully comply with new FCC rules regarding closed captioning complaints.
    - Benchmark: FY12 – yes  
(established by industry standard)

## **SBoE GOAL 2: CRITICAL THINKING AND INNOVATION**

The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.

### **IdahoPTV Objectives:**

1) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.

- Performance Measure(s)
  - Number of visitors to our Web sites.
    - Benchmark: FY12 – meet or exceed 1,200,000  
(established by agency research)
  - Number of visitors to IdahoPTV/PBS video player.
    - Benchmark: FY12 – meet or exceed 6,000  
(established by agency research)

2) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.

- Performance Measure(s):
  - Total number of hours of educational programming.
    - Benchmark: FY12 – meet or exceed 8,842  
(established by agency research)

3) Contribute to a well-informed citizenry.

- Performance Measure(s):
  - Number of channel hours of news, public affairs, and documentaries.
    - Benchmark: FY12 – meet or exceed 10,000  
(established by agency research)

4) Provide relevant Idaho-specific information.

- Performance Measure(s):
  - Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.
    - Benchmark: FY12 – meet or exceed 1,795  
(established by agency research)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

- 5) Provide high quality, educational television programming and new media content.
  - Performance Measure(s):
    - Number of awards for IdahoPTV media and services.
      - Benchmark: FY12 – meet or exceed 35  
(established by agency research)
- 6) Be a relevant, educational and informational resource to all citizens.
  - Performance Measure(s):
    - Full-day IdahoPTV viewership as compared to peer group of PBS state networks – indexed to 100.
      - Benchmark: FY12 – meet or exceed 100  
(established by industry standard)
- 7) Operate an effective and efficient organization.
  - Performance Measure(s):
    - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
      - Benchmark: FY12 – yes/yes/yes  
(established by industry standard)
    - Successfully comply with new FCC rules regarding closed captioning complaints.
      - Benchmark: FY12 – yes  
(established by industry standard)

**SBoE GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS**

Ensure educational resources are used efficiently.

**IdahoPTV Objectives:**

- 1) Progress toward digital implementation, as a statewide infrastructure in cooperation with public and private entities.
  - Performance Measure(s):
    - Number of DTV channel hours of transmission.
      - Benchmark: FY12 – meet or exceed 137,240  
(established by agency research)
    - Number of transmitters broadcasting a DTV signal.
      - Benchmark: FY12 – 5 of 5  
(established by industry standard)
    - Number of DTV translators.
      - Benchmark: FY12 – 20 of 42  
(established by industry standard)
    - Number of licensed DTV fill-in translators (DTS).
      - Benchmark: FY12 – meet or exceed 3 of 7  
(established by industry standard)
    - Number of cable companies carrying our prime digital channel.
      - Benchmark: FY12 – meet or exceed 10  
(established by industry standard)



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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- Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
    - Benchmark: FY12 – meet or exceed 7  
(established by industry standard)
  - Percentage of Idaho's population within our DTV signal coverage area.
    - Benchmark: FY12 – meet or exceed 73.1%  
(established by industry standard)
- 2) Operate an efficient statewide delivery/distribution system.
- Performance Measure(s):
    - Total FTE in content delivery and distribution.
      - Benchmark: FY12 – less than 30.45  
(established by industry standard)
- 3) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
- Performance Measure(s)
    - Number of visitors to our Web sites.
      - Benchmark: FY12 – meet or exceed 1,200,000  
(established by agency research)
    - Number of visitors to IdahoPTV/PBS video player.
      - Benchmark: FY12 – meet or exceed 6,000  
(established by agency research)
- 4) Provide high quality, educational television programming and new media content.
- Performance Measure(s):
    - Number of awards for IdahoPTV media and services.
      - Benchmark: FY12 – meet or exceed 35  
(established by industry standard)
- 5) Be a relevant, educational and informational resource to all citizens.
- Performance Measure(s):
    - Full-day IdahoPTV viewership as compared to peer group of PBS state networks – indexed to 100.
      - Benchmark: FY12 – meet or exceed 100  
(established by industry standard)
- 6) Operate an effective and efficient organization.
- Performance Measure(s):
    - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
      - Benchmark: FY12 – yes/yes/yes  
(established by industry standard)
    - Successfully comply with new FCC rules regarding closed captioning complaints.
      - Benchmark: FY12 – yes  
(established by industry standard)

**Key External Factors**

(Beyond the control of Idaho Public Television):

**Funding:**

Idaho Public Television's current strategic goals and objectives assume level, ongoing financial support from the State of Idaho, Corporation for Public Broadcasting, and private contributions. As of this writing (3/21/2011), these funding sources appear to be uncertain. Between July 1, 2008 and March 1, 2011 Idaho Public Television's state support has been reduced by 57.6%. IdahoPTV provides numerous services to various state entities. In February 2010, Governor Otter recommended agencies that receive free services from IdahoPTV begin reimbursing for the services when possible. Thus far, none have begun compensating IdahoPTV including for services like *Idaho Legislature Live*.

Much of the content that Idaho Public Television airs comes from other organizations, both nationally and regionally. If their program production funding sources change (up or down), they also could have an impact on IdahoPTV's ability to meet its goals and objectives targets.

**Legislation/Rules:**

Recent state statute and rule changes typically have not impacted Idaho Public Television.

**Federal Government:**

A great deal of funding, for both operational and infrastructure, comes from various entities of the federal government. A sudden downward change in these funding pools could affect IdahoPTV's ability to fulfill this strategic plan. We anticipate funding from several federal entities will be severely impacted by pressure to reduce the federal deficit.

Various aspects of IdahoPTV's program functions fall under federal oversight including the Federal Communications Commission, United States Department of Commerce, United States Department of Agriculture, Federal Aviation Administration, United States Department of Homeland Security, Internal Revenue Service, etc. Any change of federal rules and funding by any of these entities could also affect our ability to fulfill this strategic plan.

**Idaho State Department of Education**  
**Public Schools Strategic Plan**  
**2012-2016**

**Vision Statement**

To establish an innovative and flexible education system that focuses on results, inspires all students and prepares them to be successful in meeting today's challenges and tomorrow's opportunities.

**Mission Statement**

The Idaho State Department of Education is accountable for the success of all Idaho students. As leaders in education, we provide the expertise and technical assistance to promote educational excellence and highly effective instruction.

**Indicators of a High Quality Education System**

- High student achievement
- Low dropout rate
- High percentage of students going on to post-secondary education
- Close achievement gap
- All decisions based on current accurate data
- Efficient use of all resources

**Guiding Principles**

- Every student can learn and must have a high quality teacher in every classroom.
- Market forces must drive necessary change.
- Current and new resources must focus on the classroom.

With these indicators and guiding principles as our focus, the Idaho State Department of Education will increase student achievement.

- Increase district and school capacity to establish and maintain a positive education climate, with emphasis on a safe learning environment, and the intellectual, physical, social and psychological well-being of every child.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

- Continue efforts to remove barriers to teacher certification and provide support to those who want to enter the teaching profession.
- Increase dissemination of and accountability for research-based best practices in teacher preparation and provision of ongoing professional development that support student success.
- Continue efforts to provide increased pay for teachers in leadership and mentoring roles.
- Coordinate a statewide school improvement effort for those schools needing assistance to meet Adequate Yearly Progress goals.
- Increase the level of parental and community involvement in the education system by seeking partnerships with and feedback from all education stakeholders.
- Focus the statewide dropout prevention efforts of all education partners to reduce Idaho's dropout rate and increase graduation rates.
- Continue to support the establishment of public charter schools, public magnet schools and online educational opportunities to offer parents more quality choices in education for their children.
- Provide timely and relevant information, technical assistance and funding to Idaho's educators, schools, districts, students, parents, business leaders and the community, with a focus on excellent customer service.
- Increase efficiency of data collection procedures from school districts and public charter schools.
- Support efforts by school districts to consolidate services and streamline operations to make more efficient use of taxpayer funds and put more dollars into the classroom.

The State Department of Education partners with independent school districts to ensure all students receive an education that prepares students for successful post-secondary education, employment and life.

**Goal 1: Ensure students have the skills and knowledge necessary to succeed from kindergarten to high school graduation and post-secondary education.**

*Objective 1. Improve student achievement at the middle school level.*

Performance Measures: Idaho Standards Achievement Tests grades 6 to 8.

Benchmark: Eighty percent of students in grades 6 to 8 will achieve proficiency on the ISAT in math, reading, language usage.

*Objective 2: Improve access to post-secondary education while in high school.*

Performance Measures: Percentage of high schools offering dual credit.

Benchmark: Sixty percent of high schools offering dual credit.

Performance Measure: High Schools connected to the Idaho Education Network.

Benchmark: One hundred percent of high schools in Idaho connected to the Idaho Education Network by 2012.

**Goal 2: Ensure every teacher is highly qualified and is compensated for their results to improve student achievement.**

*Objective 1: Help teachers meet the criteria set forth by No Child Left Behind to be "highly qualified."*

Performance Measure: Number of teachers who are highly qualified.

Benchmark: One hundred percent of teachers in Idaho will be deemed as highly qualified.

*Objective 2: Create a pay-for-performance pilot system for teachers to reward them for skills, knowledge and student achievement results.*

Performance Measure: Number of districts implementing pay for performance.

Benchmark: Forty percent of schools implement pay for performance pilot.

**Goal 3: Implement a longitudinal data system where teachers, administrators and parents have accurate student achievement data for a child's educational career.**

*Objective 1: Deploy a longitudinal data system in alignment with the twelve data elements and seven capabilities of the America COMPETES act and ARRA SFSF.*

Performance Measure: 12 elements of the American COMPETES Act.

Benchmark: Hundred percent of the America COMPETES Act implemented.

*Objective 2: Integrate budgeting and reporting applications into longitudinal data system.*

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
APRIL 20-21, 2011**

Performance Measure: Percentage of required budget and reporting applications obtained through longitudinal data system.

Benchmark: 100 percent of the budget and reporting applications implemented by 2012.

*Objective 3: Deliver student achievement data to the classroom for the individualization of instruction.*

Performance Measure: Student achievement information available to teachers via secure portal in every Idaho classroom for continuous improvement of instructional practices.

Benchmark: One-hundred percent of k-12 student information available by September 2012.



# AGRICULTURAL RESEARCH & EXTENSION SERVICE STRATEGIC PLAN

## 2012-2016

**COLLEGE OF AGRICULTURAL AND LIFE SCIENCES**  
**Agricultural Research and Extension Service**  
**Strategic Plan**  
**2012-2016**

**MISSION STATEMENT**

The College of Agricultural and Life Sciences honors the intent and purpose of the original land-grant mission by serving the people of Idaho and our nation:

- 1) by preparing individuals through education and life-long learning to become leaders and contributing members of society,
- 2) through the discovery, application, and dissemination of science-based knowledge,
- 3) through identification of critical needs and development of creative solutions,
- 4) by fostering the health and well being of individuals, communities and society,
- 5) by supporting a vibrant economy, benefiting the individual, families and society as a whole.

**VALUES STATEMENT**

The College of Agricultural and Life Sciences values:

- 1) excellence in innovative discovery, instruction and outreach,
- 2) open communication,
- 3) individual and institutional accountability,
- 4) integrity and ethical conduct,
- 5) accomplishment through collegial teamwork and partnership,
- 6) responsiveness and flexibility,
- 7) individual and institutional health, success and productivity.

**VISION STATEMENT**

We are committed to being Idaho's recognized leader and innovator in agricultural and life sciences, respected regionally, nationally and internationally through focused areas of excellence in teaching, research and extension, serving as a critical knowledge bridge to society.

The College of Agricultural and Life Sciences' mission is to support economic growth and enhance the quality of life for the people of Idaho by:

- \* preparing students to be innovative leaders in a global society,
- \* educating and training a workforce, both graduate and post-graduate, to support the agricultural industry, Idaho's leading industry,
- \* helping people improve their lives through research-based education and leadership development focused on issues and needs, and
- \* providing new knowledge to support agriculture and enhance the understanding of natural and human resources.



## **Goals**

**Teaching and Learning:** Engage students in a transformational experience of discovery, understanding, and global citizenship.

### **Objective:**

1. Attract and retain the appropriate number of diverse, high quality undergraduate and graduate students.

*Performance Measure:* The number and diversity of students enrolled in College of Agricultural and Life Sciences' academic programs.

*Benchmark:* An annual increase in overall enrollment and diversity of enrollment.

2. Use innovative curricula and technology to develop skills for life-long learning and produce globally engaged graduates.

*Performance Measure:* A broad audience of learners will acquire knowledge and skills appropriate to global awareness through means of cutting-edge technology.

*Benchmark:* Number of new courses developed and delivered to both traditional and non-traditional learners via non-traditional means.

3. Assess learning outcomes to demonstrate effectiveness and improve our programs.

*Performance Measure:* Develop and implement methods to independently evaluate and improve student learning.

*Benchmark:* Implementation of evaluation methods and documentation of result.

**Scholarly and Creative Activity:** Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.

1. Promote outstanding, influential research in discovery and application/integration that is competitive with peer institutions.

*Performance Measure:* Increased level of grants awarded for scientific discovery, application/integration.

*Benchmark:* Increased number of licenses and patents.

2. Generate funding to replace traditional federal/state funds, such as earmarks or appropriations, by competitively derived grants through national entities, e.g., USDA-AFRI, NSF, NIH, etc.

*Performance Measure:* Increased level of grant funding.

*Benchmark:* Increased grant expenditures.

3. Provide undergraduates with opportunities to participate in scholarly and creative activity.  
*Performance Measure:* Students will participate in a variety of learning experiences that produce a scholarly product or notable impact to their overall UI education.  
*Benchmark:* Develop mechanisms for engaging students in scholarly and creative activity.
4. Foster partnerships with other state, public, and corporate entities to support the agricultural research enterprise for maintenance of current operations and personnel.  
*Performance Measure:* Cultivate partnerships with commodities, commissions and industry to produce ongoing funding agreements.  
*Benchmark:* Increased expenditures for maintenance of current operations and personnel from non-state and federal.
5. Address the needs of stakeholders by conducting research with regional, national and international impact and recognition.  
*Performance Measure:* Develop nationally recognized research programs that meet the identified needs of stakeholders/clientele.  
*Benchmark:* Number of scholarly products and programs delivered addressing identified stakeholder needs.

**Outreach and Engagement:** Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

1. Provide research-based education that anticipates and responds to high priority stakeholder needs.  
*Performance Measure:* Faculty will engage stakeholders in a variety of experiential and traditional learning opportunities that meet their educational and informational needs.  
*Benchmark:* Develop an assessment tool that provides faculty with reliable information regarding stakeholder needs.
2. Integrate teaching, research and extension using interdisciplinary teams to solve economic, environmental and social problems.  
*Performance Measure:* Funding support for interdisciplinary faculty positions.  
*Benchmark:* Number of interdisciplinary faculty positions among colleges.
3. Address the needs of Idaho's changing population including underserved audiences.  
*Performance Measure:* Development of programs that address the changing demographics and population needs of Idaho stakeholders.

*Benchmark:* Develop an assessment tool that provides faculty with reliable information regarding stakeholder needs.

4. Maintain a strong statewide presence by strategically locating personnel and resources.

*Performance Measure:* Place personnel and allocate resources in alignment with the College of Agricultural and Life Sciences strategic plan to meet the highest priority needs in a reduced base budget environment.

*Benchmark:* Number of college personnel located at Agricultural Research and Extension Centers throughout the state.

5. Engage students in addressing community based needs using Extension.

*Performance Measure:* Provide creative and innovative opportunity for students to engage in community based learning experiences of mutual benefit.

*Benchmark:* A methodology will be developed for engaging students in community based, experiential learning opportunities.

**Organization, Culture and Climate:** Create and sustain an energized community that is adaptable, dynamic, and vital to enable the University of Idaho to advance strategically and function efficiently.

1. Attract and retain highly qualified, diverse faculty, staff and students.

*Performance Measure:* Advertise for open positions in areas where we will attract a diverse faculty and staff.

*Benchmark:* Increased level of diversity within the ranks of College of Agricultural and Life Sciences faculty, staff and administration.

2. Demonstrate fairness in expectation, evaluation and compensation.

*Performance Measure:* Develop clear performance guidelines for faculty and staff.

*Benchmark:* College of Agricultural and Life Sciences units will clearly document expectations of performance based on rank and position descriptions.

3. Create and support an atmosphere of loyalty, trust, collegiality and inclusiveness.

*Performance Measure:* Quality of the work environment within College of Agricultural and Life Sciences will be measured by implementing a college-wide survey by Fall 2012.

*Benchmark:* Survey results will provide a baseline data against which quality of the work environment will be periodically measured.

4. Reduce academic, institutional and administrative barriers to achieve an efficient and creative workplace.

*Performance Measure:* Develop a taskforce to review current processes and procedures.

*Benchmark:* Taskforce makes recommendations to the college Dean by Spring 2012.

**External Factors:**

**Loss of essential personnel:** Due to significant budget reductions, it is difficult to hire and retain sufficient, qualified individuals to keep up with demands of the Agricultural Research and Extension Service programming throughout the state. Faculty and staff positions have been restructured and funding sources modified to the extent possible.

**Cultivation of Partnerships:** Much time has been spent in the past year cultivating partnerships to assist in maintaining the agricultural research and extension system. Although these efforts have been successful, it should be noted that these efforts are very time consuming and take many months to reach agreement and produce revenue streams to help maintain this system and meet our land grant mission.



University of Idaho  
Forest Utilization Research and  
Outreach (FUR)

STRATEGIC PLAN  
2012-2016

## **Forest Utilization Research and Outreach**

### **Mission Statement**

The effect of the Forest Utilization Research and Outreach (FUR) program is to increase the productivity of Idaho's forest lands by conceiving, analyzing, and developing methodologies that improve intensive forest harvesting practices, improve and increase wood use and wood residue utilization technologies, improve forest regeneration, forest and rangeland restoration, and nursery management practices, demonstrate state-of-the-art scientifically, socially and environmentally sound forest and range nursery, regeneration, and management practices, provide through the Policy Analysis Group unbiased factual and timely information on natural resources issues facing Idaho's decision makers.

FUR is located in the College of Natural Resources at The University of Idaho, which is an internationally recognized land-grant research institution combining research, outreach, graduate, and professional education.

We emphasize quality and access, by strategically investing in distinctive and relevant programs and facilities. Through collaboration and consultation we undertake initiatives designed to promote science, technology, and their applications to support sustainable lifestyles and civic infrastructures of Idaho's communities in an increasingly interdependent and competitive global setting.

### **VISION STATEMENT**

The scholarly, creative, and educational activities related to and supported by the Forest Utilization Research (FUR) will lead to improved capabilities in Idaho's workforce to address critical natural resource issues by producing new knowledge and leaders in the areas of forest regeneration, fire science and management, forest ecosystem services and products, and rangeland science and management.

This work will be shaped by a passion to fuse scientific knowledge with best natural resource management practices to promote learning partnerships and collaboration across organizational boundaries such as governments, private sector enterprises, landowners and non-governmental organizations to catalyze entrepreneurial innovation in the natural resource sector and to steward the natural environment.

## Forest Utilization Research and Outreach (FUR) GOALS & OBJECTIVES

### Goal 1: Scholarship and Creativity

*Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.*

**Objective A:** Promote an environment that increases faculty, student, and constituency engagement in disciplinary and interdisciplinary scholarship.

**Strategies:**

1. Upgrade and development of university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship that advances the college's strategic themes and land-grant mission directly linked to FUR.
2. Establish, renew, remodel, and reallocate facilities to encourage funded collaborative disciplinary and interdisciplinary inquiry in alignment with FUR.

**Performance Measures:**

- Number of CNR faculty, staff, students and constituency groups involved in FUR related scholarship or capacity building activities.
- Non-FUR funding leveraged by FUR funded indoor and outdoor laboratories, field facilities, and teaching, research and outreach programs.

**Benchmarks:**

Numbers of CNR faculty, staff, students and constituency groups set as of 2010 level with an ongoing objective for them to stay the same or increase based on the investment level in this aspect of FUR programming

Start with a 3:1 return on investment ratio meaning every one dollar of FUR state funding leverages at least three non-FUR funded dollars from other sources

**Objective B:** Emphasize scholarly and creative outputs that reflect our research-extensive and land-grant missions, the university and college's strategic themes, and stakeholder needs, especially when they directly support our academic programming in natural resources.

**Strategies:**

1. Enhance scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho that improve forest and rangeland regeneration, nursery management practices, forest and rangeland productivity, fire science and management, and ecosystems services and products.
2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses, governmental and non-governmental enterprises/operating units.
3. Conduct research and do unbiased policy analyses to aid decision-makers and citizens understanding of natural resource and land use policy issues.

**Performance Measure:**

- An accounting of products (i.e., seedlings produced, research reports, refereed journal articles) and services (i.e., protocols for new species shared with stakeholders, policy education programs and materials provided, accessible data bases) created and delivered including an identification of those which are recognized and given credibility by external reviewers via being licensed, patented, published in refereed journals, etc.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

- Number of external stakeholders (non-university entities) that request information and/or consultancies on FUR funded protocols for technologies or knowledge related to programs such as regeneration of native plants and seedlings, fire science, wood residue utilization, forest and rangeland restoration, etc.

**Benchmark:**

Numbers and types of products and services delivered and stakeholders serviced as of 2006-09 average levels level with an ongoing objective for them to stay the same or increase based on investment levels in this aspect of FUR programming during the defined period.

**Goal 2: Outreach and Engagement**

*Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.*

**Objective A:** Build upon, strengthen, and connect the College of Natural Resources with other parts of the University to engage in mutually beneficial partnerships with stakeholders to address areas targeted in FUR.

**Strategies:**

1. Enhance the capacity of the College of Natural Resources to engage with communities by involving faculty and students in programs relevant to local and regional issues.
2. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations.
3. Foster key industry/business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests, rangelands, and waterways.

**Performance Measure:**

Document cases:

- Communities served and resulting documentable impact;
- Governmental agencies served and resulting documentable impact
- Non-governmental agencies and resulting documentable impact
- Private businesses and resulting documentable impact
- Private landowners and resulting documentable impact

**Benchmark:**

Meeting target numbers for audiences identified above as well as developing and experimenting with a scale for measuring documentable impact.

**Goal 3: Teaching and Learning**

*Engage students in a transformational experience of discovery, understanding, and global citizenship.*

**Objective A:** Develop effective integrative learning activities to engage and expand student minds.

**Strategies:**

1. Provide undergraduate, graduate and professional students with education and research opportunities in nursery management, wood utilization technologies including bioproducts, forest and rangeland regeneration and restoration, fire science and management, and ecosystem services.



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

2. Integrate educational experiences into ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the college Experimental Forest, the Forest Nursery complex, and McCall campus.
3. Engage alumni and stakeholders as partners in research, learning, and outreach.

**Performance Measures:**

- Number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate, undergraduate, graduate and professional students.
- Number of hits on PAG and other FUR related web-sites, and where feasible number of documents or other products downloaded by stakeholders.

**Benchmark:**

Meeting or being above target numbers for the audiences and programming proposed above as per investment in a given funding cycle.

**EXTERNAL FACTORS AFFECTING ABILITIES TO REACH GOALS**

The key external factors likely to affect our ability to reach or exceed targets are as follows: (1) the availability of funding from sources we align with the state provided FUR funding; (2) changes in human resources due to retirements or employees relocating due to better employment opportunities; (3) continued uncertainty relative to global, national and regional economic conditions; (4) uncertainty associated with Idaho's commitment to retaining quality higher education programming associated with the land grant education mission; and (5) changing demand for the state and region's ecosystem services and products.

# **Idaho Dental Education Program**

## **STRATEGIC PLAN**

**2011-2015**

## **MISSION STATEMENT**

*The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry.*

The Idaho Dental Education Program is designed to provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

The Idaho Dental Education Program is managed so that it fulfills its mission and vision in the most effective and efficient manner possible. This management style compliments the design of the program and provides the best value for the citizens of Idaho who fund the program.

## **GOALS OF THE IDAHO DENTAL EDUCATION PROGRAM**

The Idaho Dental Education Program (IDEP) serves as the sole route of state supported dental education for residents of Idaho. The IDEP program has been consistent in adhering to the mission statement by fulfilling the following goals:

### **Goal 1: Provide access to a quality dental education for qualified Idaho residents.**

#### **Objective:**

Provide dental education opportunities for Idaho residents comparable to residents of other states.

- *Performance Measure:*
  - Contract for 4-year dental education for at least 8 Idaho residents.
- *Benchmark:*
  - Current contract in place with Creighton University School of Dentistry or another accredited dental school.
- *Performance Measure:*
  - Board examination scores on both Parts I and II of the Dental National Boards.
- *Benchmark:*
  - Average National Board examination scores will be above 70%.
- *Performance Measure:*
  - Percentage of first time pass rate on the Western Regional Board Examination or Central Regional Dental Testing Service.
- *Benchmark:*
  - Pass rate will meet or exceed 90%.

Objective:

Provide additional opportunities for Idaho residents to obtain a quality dental education.

- *Performance Measure:*
  - Number of students in the program.
- *Benchmark:*
  - Increase the number of students in the program from 8 to 10.

**Goal 2: Maintain some control over the rising costs of dental education.**

Objective:

Provide the State of Idaho with a competitive value in educating Idaho dentists.

- *Performance Measure:*
  - State cost per student.
- *Benchmark:*
  - Cost per student will be less than 50% of the national average state cost per DDSE (DDS Equivalent). The cost per DDSE is a commonly utilized measure to evaluate the relative cost of a dental education program.

**Goal 3: Serve as a mechanism for responding to the present and/or the anticipated distribution of dental personnel in Idaho.**

Objective:

Help meet the needs for dentists in all geographic regions of the state.

- *Performance Measure:*
  - Geographical acceptance of students into the IDEP program.
- *Benchmark:*
  - Students from each of the 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year.
- *Performance Measure:*
  - Return rates.
- *Benchmark:*
  - Maintain return rates of program graduates in private practice which average greater than 50%.

**Goal 4: Provide access for dental professionals to facilities, equipment, and resources to update and maintain professional skills.**

Objective:

Provide current resources to aid the residents of Idaho by maintaining/increasing the professional skills of Idaho Dentists.

- *Performance Measure:*
  - Continuing Dental Education (CDE).
- *Benchmark:*
  - Provide at least one continuing dental education opportunity biannually.
- *Performance Measure:*
  - Remediation of Idaho dentists (if/when necessary).
- *Benchmark:*
  - Successfully aid in the remediation of any Idaho dentist, in cooperation with the State Board of Dentistry and the Idaho Advanced General Dentistry Program, such that the individual dentist may successfully return to practice.

**KEY EXTERNAL FACTORS:**

Funding:

Most Idaho Dental Education Program goals and objectives assume ongoing, and in some cases additional, levels of State legislative appropriations. Availability of these funds can be uncertain. Currently (2011 – 2012) with State budget reductions that specifically impact our program (\$68,000), the goal to increase the number of available positions within the program from 8 to 10 is not feasible, but this will remain a long-term goal for the program.

Program Participant Choice:

Some IDEP goals are dependent upon choices made by individual students, such as choosing where to practice. Even though this is beyond our control, we have had an excellent track record of program graduates returning to Idaho to practice.

Student Performance

Some of the goals of the program are dependent upon pre-program students to excel in their preparation for the program. However, we have not encountered difficulty in finding highly qualified applicants from all areas of the State.



# Idaho Geological Survey (IGS)

2012-2016

## STRATEGIC PLAN

## IDAHO GEOLOGICAL SURVEY

### **VISION**

The Idaho Geological Survey's vision is to provide the state with the best geologic information possible through strong and competitive applied research, effective program accomplishments, and transparent access. We are committed to the advancement of the science and emphasize the practical application of geology to benefit society. We seek to accomplish our responsibilities through *service and outreach, research, and education* activities.

### **MISSION**

The Idaho Geological Survey is designated the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology.

Idaho Geological Survey staff acquires geologic information through field and laboratory investigations and through grants and cooperative programs with other governmental and private agencies. The Idaho Geological Survey's geologic mapping program is the primary applied research function of the agency. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps. These maps are critical to all geoscience issues and related disciplines. Other main Idaho Geological Survey programs include geologic hazards, hydrology, energy resources, mining, mine safety training, abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows, demand is increasing for geologic information related to population growth, energy- mineral- and water-resource development, landslide hazards and earthquake monitoring.

### **AUTHORITY AND SCOPE**

Idaho Code provides for the creation, purpose, duties, reporting, offices, and advisory board of the Idaho Geological Survey. The Code specifies the authority to conduct investigations and establish cooperative projects and seek research funding. The Idaho Geological Survey publishes an Annual Report as required by its enabling act.

### **GOAL 1: SERVICE AND OUTREACH**

*Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and banking industries, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-*

*house collections and customer inquiries. Emphasize Web site delivery of digital products and compliance with new revision of state documents requirements (Idaho Code 33-2505). Maintain concentrated effort to collect and preserve valuable geologic data at risk.*

**Objective A: Produce and effectively deliver relevant geologic information to meet societal priorities and requirements**

**Performance Measure:**

- Number of published reports on geology/hydrology/geologic hazards/mineral and energy resources

**Benchmark:** The number of IGS published reports TBD based on preceding years and staffing.

**Objective B: Build and deliver Web site products**

**Performance Measure:**

- Number of IGS web site viewers and products used/downloads.

**Benchmark:** The number of website products TBD preceding years and staffing.

**Objective C: Maintain compliance of Idaho State Library Documents Depository Program and Georef Catalog (International)**

**Performance Measure:**

- Percentage of total survey documents available

**Benchmark:** 100%

**GOAL 2: RESEARCH**

*Advance the knowledge and practical application of geology and earth science in Idaho. Promote, foster, and sustain a climate for research excellence. Develop existing competitive strengths in geological expertise. Maintain national level recognition and research competitiveness in digital geological mapping techniques. Sustain and build a strong research program through interdisciplinary collaboration with academic institutions, and state and federal land management agencies. Pursue opportunities for public and private research partnerships.*

**Objective A: Sustain and enhance geological mapping and related studies**

**Performance Measure:**

- Increase the area of modern digital geologic map coverage for Idaho by mapping in priority areas designated by Idaho Geological Mapping Advisory Committee (IGMAC).

**Benchmark:** A sustained increase in cumulative percent of Idaho's area covered by modern geologic mapping.



**Objective B: Sustain and build research funding**

**Performance Measure:**

- Externally funded grant and contract dollars  
**Benchmark:** The number of externally funded grants and amount of contract dollars compared to five year average.

**GOAL 3: EDUCATION**

*Support knowledge and understanding of Idaho's geologic setting and resources through earth science education. Achieve excellence in scholarly and creative activities through collaboration and building partnerships that enhance teaching, discovery, and lifelong learning.*

**Objective A: Develop and deliver earth science education programs and public presentations**

**Performance Measure:**

- Educational programs for public audiences  
**Benchmark:** The number of educational reports and presentations TBD based on previous years and staffing.

**KEY EXTERNAL FACTORS:**

**Funding:**

*Achievement of strategic goals and objectives is dependent on appropriate state funding and staffing levels. External research support is mostly subject to federal program funding and increasing state competition for federal programs. Many external programs require a state match and are dependent on state funding level.*

**Demand for services and products:**

*Changes in demand for geologic information due to energy and minerals economics play an important role in achievement of strategic goals and objectives. State population growth and requirements for geologic information by public decision makers and land managers are also key external factors.*

Office of the State Board of Education  
Rural Physician Incentive Program  
Strategic Plan  
2011-2015

**Mission Statement**

To recruit and attract primary care physicians to medically underserved areas of rural Idaho.

**Goal I**

Develop the necessary administrative structure for effective administration of the RPIP program.

**Objective 1**

Establish ongoing procedures for managing the RPIP program.

**Performance Measure**

The procedures are established for processing applications and payments.

**Benchmark**

Board staff develops instructional guidelines for complying with established procedures.

The RPIP Committee Chair and Board staff approves procedures.

**Objective 2**

Develop the next priority list of eligible physicians for consideration and selection by the Board for debt payment awards.

**Performance Measure**

Selection of debt repayment award recipients is completed and funds are disbursed.

**Benchmark**

The next group of physicians to receive debt payment awards is selected by the Board not later than April, 2012 for fund disbursement in July, 2012. Award recipients will be processed so as to be identified annually in April of each subsequent year.

**Objective 3**

Establish a reporting process to the committee and Board which maintains the confidentiality of individual recipients while providing an overview of program effectiveness in regions.

**Performance measure**

A service area report will be completed and presented to the Board by June 2012.

**Benchmark**

Review of reporting guidelines by Attorney General to assure that the reporting process maintains confidential personal information of recipients, while providing adequate information on service area needs by December 2011.

The RPIP oversight committee will approve of the reporting process and format by spring 2012.

**Goal II**

Explore options to enhance the RPIP.

**Objective 1**

The Oversight Committee will conduct an annual survey of physicians/communities receiving payments under the RPIP.

**Performance Measure**

The Oversight Committee will include an analysis of RPIP effectiveness for recruiting and retaining physicians in medically underserved areas of Idaho.

**Benchmark**

Effectiveness data is included in the annual January-February report to the Board.

**Key External Factors Beyond Agency Control**

- Funding for the RPIP is derived from fees assessed Idaho supported medical students at the University of Washington and the University of Utah. Future funding of the program depends of continued financial support from the Legislature to these medical students.
- The ability to recruit physicians into rural Idaho depends on the general supply and demand for physicians throughout the country and the availability of other competitive incentive programs.
- Statute limits the dollar amount of disbursements to \$50K over five years. Over time these program constraints could reduce the competitiveness of the RPIP.
- The remoteness of some Idaho rural communities may make it difficult to attract qualified physicians to some of these communities, even with a debt repayment program.



**Small Business  
Development Center**  
directions solutions impact

## Strategic Plan 2012

### Background:

The Idaho Small Business Development Center (Idaho SBDC) was established in 1986 as part of a nationwide network created to improve the success of small businesses. The U. S. Small Business Administration, the State of Idaho, the hosting institutes of higher education, and private donations fund the organization.

The Idaho SBDC network includes business consultants, trainers, support staff and volunteers that operate from the state's colleges and universities. Boise State University's College of Business and Economics serves as the host with administrative responsibility for directing the type and quality of services across the state. Six Regional offices are funded under sub-contracts with their host institutions. The locations result in 90% of Idaho's businesses being within a 1 hour drive:

- ❶ North Idaho College - Coeur d'Alene
- ❷ Lewis-Clark State College - Lewiston
- ❷ Boise State University - Boise
- ❹ College of Southern Idaho - Twin Falls
- ❺ Idaho State University - Pocatello
- ❻ Idaho State University - Idaho Falls



Services include confidential one-on-one consulting and focused training. Staff members are very involved in the business and economic development efforts in their areas and; therefore, are positioned to respond rapidly to the changing business environment.

### Mission:

To enhance the success of small businesses in Idaho by providing high-quality consulting and training.

### Vision:

Idaho SBDC clients are recognized as consistently outperforming their peers.

### Tag Line:

Your Success is Our Business

### Operating Principles:

Service is the primary product of the Idaho SBDC. Creating and maintaining a high standard of service requires a commitment to four principles:

1. Focus on the Client: The very future of the Idaho SBDC program depends on creating satisfied clients. To this end, each client contact must be considered an opportunity to focus on client needs and desires. Responding quickly with individual attention to specific and carefully identified client needs, then seeking critical evaluation of performance are standard processes followed with each client and training attendee.
2. Devotion to Quality: Providing consulting and training through a quality process and constantly seeking ways to improve that process are necessary to providing exceptional

# **PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

## **APRIL 20-21, 2011**

service. Fostering teamwork, eliminating physical and organizational barriers that separate people, establishing long-term relationships with partners and encouraging all to participate in quality improvement are some of the actions that demonstrate devotion to quality.

3. **Concentration on Innovation:** To innovate is to improve through change. Staff members constantly seek ways to improve methods and processes and assume a leadership role in trying new approaches to serve clients. Regular performance reviews, participation in related organizations, and attending professional development workshops are some of the ways that innovation is supported.
4. **Commitment to Integrity:** The Center values integrity and will conduct all of our services in an ethical and consistent manner. We will do our best to provide honest advice to our clients with our primary motivation the success of the business. In return, we also expect our clients to be straight forward and share all information necessary to assist them in their business.

### **Priorities:**

The Idaho SBDC will focus on the following priorities:

1. **Maximum client impact** – While the SBDC provides services to all for-profit small businesses, it is clear that a small percentage of businesses will contribute the majority of the impact. Improving the ability to identify impact clients, develop services to assist them, and create long-term connections will increase the effectiveness of the Idaho SBDC.
2. **Strong brand recognition** – The Idaho SBDC remains unknown to a large number of businesses and entrepreneurs as well as stakeholders. A consistent message and image to convey the SBDC value in conjunction with systematic marketing are necessary to raise the awareness of the SBDC value to both potential clients and stakeholders.
3. **Increased resources** – Federal funding remained level from 1998 until 2007 resulting in a very lean operating budget and loss of several positions. A slight increase was received for 2008 however; additional resources – both cash and in-kind – are necessary to have an impact on a greater portion of small businesses and entrepreneurs.
4. **Organizational excellence** – The Idaho SBDC is in the top 10% of SBDC's on all impact measures, is consistently one of the top 5 states on the Chrisman impact survey, and received accreditation in 2009 with no conditions. The organization must continually improve to maintain this excellence.

### **Market Segments:**

The small business market served by the Idaho SBDC can be divided into three segments. With limited resources and the knowledge that in-depth, on-going consulting gives greater returns, the focus is on Segment 3 – high impact clients. The Idaho SBDC Marketing Plan contains additional information on state demographics and how these segments fit into the overall plan.

#### **Segment 1:**

**Pre-venture** – These potential clients are not yet in business. They will be assessed for the level of effort already put into the venture. Entrepreneurs who have not moved beyond the idea stage will be directed to a variety of resources to help them evaluate the feasibility of their idea. They will need to take further steps before scheduling an appointment with a consultant. These pre-venture clients will be less than 40% of the total clients and will receive 25% or less of consulting services. A small segment of these clients will be designated as high impact potential clients (Segment 3).

#### **Segment 2:**

**Established businesses** – This segment has already established a business. A consultant will meet with them to evaluate their needs and formulate a plan to address them. The majority of businesses in this category will have 20 employees or less. Over 60% of Idaho SBDC clients and over 75% of consulting time will be spend on clients in this category. This segment will also contain some businesses that will be designated as high impact potential (segment 3).

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Businesses in this category will generally have 20 or fewer employees.

### Segment 3:

High impact potential – This segment is composed of the top 15% of clients in each region based on their potential to grow sales and jobs. This segment is not consistent throughout the state but is relative to the business potential based on economic conditions in the region. These businesses will receive focused long-term services and coaching and be tracked separately in the MIS system. Businesses in this category will generally have between 10 and 50 employees or have the potential to grow to this size within five years.

### Success:

Success is defined as a client achieving the best possible outcome given their abilities and resources. Success does not necessarily mean that the business will start or that there will be increases in capital, sales, and jobs. For some clients, the best possible outcome is to decide not to open a business which has a high likelihood of failure. Preserving capital can be success in some situations. There may also be circumstances that cause a client to choose to limit the growth of their business. It is important to recognize the clients' goals, help them understand their potential, and then jointly identify success.

### Allocation of Resources:

The Idaho SBDC shifts resources as appropriate to achieve the goals of the Strategic Plan. The SBA portion of the Idaho SBDC's budget increased about 8% in 2008 after remaining flat since 1998. Lean budgets have prompted shifting financial resources from operating to personnel to assure that Idaho small businesses receive the same level of service. Currently, the operating budget for the Idaho SBDC is at what is considered a floor for supporting existing personnel and offices. Currently, the annual budget for the Idaho SBDC is distributed as follows:

- ♦ Personnel = 71% of total budget, 90% excluding indirect costs
- ♦ Operating (travel, consultants, supplies, etc.) = 8% of total budget and 10% excluding indirect costs
- ♦ Indirect costs = 21%

Increases in funding will be directed toward client assistance. Reduction in funding will favor minor reductions in employee hours versus eliminating positions.

In addition to financial constraints, the Operations Manual sets a policy for allocation of time as 60% consulting, 20% training, and 20% administrative. Milestones for each center and minimum hours for consultants and regional directors are based on the time allocation. To maintain service at the existing level, operate within the financial constraints, and meet the time allocation policy, the Idaho SBDC focuses on shifting personnel resources to achieve strategic plan goals. For example, to shift the focus to high impact clients, requests for assistance from pre-venture businesses are shifted to training and web resources to free up consulting time. The SBDC will continue to use this model for distribution of resources to achieve the strategic plan goals as long as a constraint remains on operating resources.

### Needs:

In the statewide survey – two areas were identified as client needs that have not been a focus for the Idaho SBDC:

- Networking
- Health care insurance
- Web 2.0

In addition to these two focus areas, regional needs identified were:

- Access to capital
- Motivating employees/Customer service
- Pricing
- Websites/E-commerce
- Marketing strategies

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These topics will be the incorporated into training courses and professional development for consultants.

### SWOT

INTERNAL	EXTERNAL
Strengths	Opportunities
<ul style="list-style-type: none"> <li>No-cost</li> <li>People – expertise, passion, and professional development system</li> <li>Public and private partnerships and networks</li> <li>Systems for high performance</li> <li>Leadership at all levels</li> </ul>	<ul style="list-style-type: none"> <li>Changes in the economy</li> <li>Strategic partners – leveraging resources</li> <li>Entrepreneurial culture</li> <li>Increase in angel investors</li> <li>New business trends – green, etc.</li> <li>Baby boomers</li> </ul>
Weaknesses	Threats
<ul style="list-style-type: none"> <li>Market position – penetration of established small business market, brand, awareness beyond startup assistance (attraction of high growth companies)</li> <li>Sharing tools and resources at state and national levels</li> <li>Geographical area</li> <li>Implementation – lack of focused planning and disciplined follow-up</li> </ul>	<ul style="list-style-type: none"> <li>Economy – especially in rural areas, hard for businesses to succeed and hard for businesses in all area to find funding</li> <li>Reduced funding at state and federal level</li> <li>Competitors</li> </ul>

### Goals and Objectives:

#### Maximum Client Impact

#### **Goal 1: Grow client impact (capital, sales and jobs) 25% from 2011 goals to 2016.**

**Objective 1.1:** Proactively manage high impact potential (HIP) clients (startup and established businesses) by identifying them in the MIS system, following up within 120 days, and capturing impact.

**Performance Measure:** # of high impact clients

**Benchmark:** Minimum of 15% of clients identified each year by 2016

**Performance Measure:** Follow-up with high impact clients within 120 days.

**Benchmark:** 100% contacted within 120 days

**Performance Measure:** Impact measures

**Benchmark:** 25% increase in capital, sales, and jobs by the end of 2016

**Objective 1.2:** Create a portfolio of services, tools and resources tied to the areas covered in the assessment tool.

**Performance Measure:** portfolio of tools

**Benchmark:** Tools for every area of the assessment tool by 2012

**Objective 1.3:** Create consistency in how impact measures are collected and recorded.

**Performance Measure:** create process and definitions on capturing impact by Dec. 2011

**Benchmark:** process integrated into the operations manual and consistently applied

**Objective 1.4:** Evaluate and create new initiatives to serve the changing needs of clients. Implement a statewide energy efficiency internship program and a sustainable business initiative in 2011.

**Performance Measure:** energy reduction over 1 year

**Benchmark:** average of 15% reduction in energy use per business served

**Performance Measure:** # of businesses engaged in sustainable business services

**Benchmark:** 100 businesses taking advantage of sustainable business services

## **Strong Brand Recognition**

### **Goal 2: By 2016, stakeholders and the target market will recognize the Idaho SBDC brand and associate it with high performance small businesses.**

**Objective 2.1:** Create and implement a marketing calendar for the state office and each regional office each calendar year.

**Performance Measure:** Marketing Calendars developed

**Benchmark:** 20% increase in awareness by 2016

**Objective 2.2:** Review the Marketing Plan each year to determine a few areas to focus on. Schedule review of marketing plan progress during the monthly management meetings.

**Performance Measure:** Yearly update and prioritization.

**Benchmark:** 20% increase in awareness by 2016

**Objective 2.3:** Establish a baseline brand awareness metric by Jan. 2011

**Performance Measure:** process established

**Benchmark:** baseline metric established

**Objective 2.4:** Develop referral system for partners referring clients to the SBDC and for SBDC to refer clients to other resources by January 2011.

**Performance Measure:** system established

**Benchmark:** capture referrals in MIS system

**Objective 2.5:** Update the Idaho SBDC website and make it more interactive by January 2012.

**Performance Measure:** website visitors

**Benchmark:** 20% increase in visitors

## **Increase Resources**

### **Goal 3: By 2016, cash funding will increase by \$200,000/year above the 2007 level and in-kind resources will be valued at \$500,000.**

**Objective 3.1:** Develop a funding strategy that identifies regional and statewide funding needs, the associated additional activities or gaps that the funding will address, potential sources for each need, who will be responsible for approaching the sources, and a timeframe for completion.

**Performance Measure:** funding strategy developed by March 2012

**Benchmark:** \$200,000 in additional funding

**Objective 3.2:** Promote and deliver NxLevelL online.

**Performance Measure:** # of online classes/year

**Benchmark:** \$20,000 generated from online classes by 2012

**Objective 3.3:** Create system to share Idaho SBDC success with key funding organizations.

**Performance Measure:** # of letters and recommendations

**Benchmark:** 10 letters/year to each JFAC member

**Objective 3.4:** Create common branded trainings, including webinars and other online training, and seek sponsorship.

**Performance Measure:** # of trainings

**Benchmark:** 6 trainings/year

**Performance Measure:** revenue generated

**Benchmark:** net \$5,000 in revenue from common branded trainings

**Objective 3.5:** Use students, faculty, volunteers and other experts to augment SBDC consulting. Set and attain yearly goals in the action plan.

**Performance Measure:** yearly goals set in regional action plans

**Benchmark:** 10 student projects or 500 volunteer hours per year per office



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**Objective 3.6:** Increase the use of technology to serve clients more efficiently. Set and attain yearly goals.

**Performance Measure:** SBA technology assessment

**Benchmark:** highest score on SBA technology assessment

**Organizational Excellence**

**Goal 4: The Idaho SBDC remains in the top 5 of all SBDCs each year as determined using SBA and Chrisman metrics adjusted for funding.**

**Objective 4.1:** Integrate the highest standards and systems into day-to-day operating practices to achieve excellence on all reviews.

**Performance Measure:** reviews (SBA exam, office reviews, Accreditation, etc.)

**Benchmark:** highest rating

**Objective 4.2:** Evaluate, modify and meet critical measures yearly.

**Performance Measure:** critical measures

**Benchmark:** 100%

**Objective 4.3:** Strengthen the needs assessment process and incorporate into marketing calendar. Conduct statewide survey biennially and regional needs annually.

**Performance Measure:** systematic process

**Benchmark:** process implemented

**Objective 4.4:** Develop and implement a yearly calendar of topics for monthly management meetings to include strategic plan, accreditation standards, marketing, success stories, action plans and needs.

**Performance Measure:** plan implemented

**Benchmark:** top 5 ranking

**Objective 4.5:** Conduct a lean office exercise to identify and eliminate waste in the organization by 2012.

**Performance Measure:** waste identified

**Benchmark:** 100% of waste is removed from organization

**Objective 4.6:** Achieve greater engagement of the Advisory Board by including them on the newsletter distribution, monthly critical measures, and success stories.

**Performance Measure:** level of participation

**Benchmark:** 95% participation in each Advisory Council meeting

**Objective 4.7:** Collaborate with other states – the NW states for professional development and the top tier states for best practices benchmarking.

**Performance Measure:** # of collaborative meetings

**Benchmark:** 2/year with each segment

**Objective 4.8:** At least 4 Idaho SBDC employees are involved on an ASBDC committee or interest group by 2014.

**Performance Measure:** number of Idaho SBDC employees engaged in ASBDC

**Benchmark:** 4 employees/year

**Program Performance Measures/Benchmarks**

<b>Performance Measure</b>	<b>Description/Benchmark*</b>	<b>CY2010</b>
Consulting Hours	The total number of hours of consulting and preparation time; Goal is 16,000	16,589
Average Hours Per Client	Goal is 8.5	9.47
Customer Satisfaction	Percentage of above average	97

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	and excellent rating, Goal is 90%	
Number of Client with 5 hours or more of contact and preparation time	Goal is 600	610
Business Starts	Goal is 72	87
Jobs Created	Goal is 251	588
Jobs Saved	N/A, The Center has not created a goal for this but in the current economic downturn this is a critical outcome	178
Sales Growth	Growth in sales year to year. Goal is \$27,000,000	\$31,940,371
Capital Raised	Capital raised in the current year. Goal is \$25,000,000	\$38,824,325
ROI (Return on Investment)	The cost of the Idaho SBDC versus the increase in taxes collected due to business growth by SBDC clients. Goal is 3.0	1.97

\*The benchmarks (goals) are developed from with data from other SBDCs, the SBA, and from our accrediting organization.

## External Factors

The items below are external factors that significantly impact the Idaho SBDCs ability to provide our services and are outside of our control.

1. **Economy.** The general state of the economy in Idaho and across the nation has a huge impact on the Idaho SBDC's ability to create impact through our assistance to entrepreneurs. The Center has observed that businesses that use our services do much better in poor economic times than does the average business in Idaho. The recent economic downturn has highlighted how challenging it is to grow sales, increase jobs, and start a new business.
2. **Funding.** Funding from Federal and State sources directing impact the resources available the Center. Without the financial resources available to hire the right people and provide them with the resources (phone, computers, etc), it will be challenging to serve Idaho's entrepreneurs effectively.

## TechHelp Strategic Plan 2012 – 2016

### Vision:

***Accessible Organization*** - TechHelp will be an accessible organization with effective communication flowing to and from its manufacturing customers, partners and employees. TechHelp will also be a learning organization that provides its stakeholders with value-added and mutually beneficial solutions that drive business and personal growth.

***Customer Satisfaction*** - TechHelp will be in the vocabulary of all Idaho manufacturers because of its reputation for business relationships based on long-term commitment, trust, tangible results and putting company interests first. TechHelp will further enhance customer satisfaction by helping businesses transform their operations while helping them become self-sufficient in managing the change.

***Statewide Impact*** - TechHelp will be seen as a public investment that pays for itself through significant returns to businesses, stakeholders and the state economy. Idaho's leaders will be aware of TechHelp's specific contribution to the state economy, including higher productivity and wages, an increased tax base, quality jobs for Idaho graduates, growth in rural areas and improvements to the environment.

### Mission:

To provide professional and technical assistance, training and information to strengthen the competitiveness of Idaho manufacturers and targeted service firms through continuous product and process innovation.

**Goal I:** Impact on Manufacturing – Deliver a positive return on both private business investments and public investments in TechHelp by adding value to the customer and the community.

Objectives for Impact:

1. Offer products and workshops that meet Idaho manufacturers' product and process innovation needs.
  - a. *Performance Measure:*
    - i. Client economic impacts resulting from projects
  - b. *Benchmark:*
    - i. Reported impacts for sales, savings, investments and jobs each improve by five percent over the prior year
2. Exceed federal system goals for Manufacturing Extension Partnership.
  - a. *Performance Measure:*
    - i. Score on federal Minimum Acceptable Impact Measures
  - b. *Benchmark:*
    - i. Greater than 85 out of 100 possible points

**Goal II:** Operational Efficiency – Make efficient and effective use of TechHelp staff, systems and Advisory Board members.

Objectives for Efficiency:

1. Improve efficiency of client projects.
  - a. *Performance Measure:*
    - i. Federal dollars expended per survey-able project/event
  - b. *Benchmark:*
    - i. Four-quarter moving average below the national median for all MEP centers
2. Improve effectiveness of client projects.
  - a. *Performance Measure:*
    - i. Bottom-line client impact ratio (sum of client-reported savings plus 15 percent of client-reported sales divided by federal investment in center)
  - b. *Benchmark:*
    - i. Four-quarter moving average above the national median for all MEP centers

**Goal III:** Financial Health – Increase the amount of program revenue and the level of external funding to assure the fiscal health of TechHelp.

Objectives for Financial Health:

1. Increase total client fees received for services.
  - a. *Performance Measure:*
    - i. Net revenue from client projects
  - b. *Benchmark:*
    - i. Annual net revenue exceeds the prior year by five percent
2. Increase external funding to support operations and client services.
  - a. *Performance Measure:*
    - i. Total dollars of grants for operations and client services
  - b. *Benchmark:*
    - i. Total dollars of grants for operations and client services exceed the prior year's total

## **Key External Factors**

State Funding:

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

Federal Funding:

The federal government is TechHelp's single largest investor. While federal funding has been stable, it is subject to availability of federal revenues as well as executive and congressional support and can be uncertain.

Economic Conditions:

Fees for services comprise a significant portion of TechHelp's total revenue. A continued downturn in the economy could affect the ability of Idaho manufacturers to contract TechHelp's services.



University of Idaho

Idaho (WI) Veterinary Medical  
Education Program/  
Caine Veterinary Teaching Center

STRATEGIC PLAN

**2012 - 2016**

## **Idaho (WI) Veterinary Medical Education Program/Caine Veterinary Teaching Center**

### **STRATEGIC PLAN 2012-2016**

#### **VISION STATEMENT:**

Improved health and productivity of Idaho's food-producing livestock

#### **MISSION STATEMENT:**

Transfer science-based medical information and technology concerning animal well-being, zoonotic diseases, food safety, and related environmental issues – through education, research, public service, and outreach – to veterinary students, veterinarians, animal owners, and the public, thereby effecting positive change in the livelihood of the people of Idaho and the region.

#### **Authority and Scope:**

The original Tri-State Veterinary Education Program (WOI Regional Program – Washington State University, Oregon State University, and University of Idaho) was authorized in 1973 by the Idaho Legislature. The Caine Veterinary Teaching Center (Caine Center) at Caldwell, an off-campus unit of the University of Idaho's Department of Veterinary Science, was opened in 1977 as a part of Idaho's contribution to the WOI Regional Program in Veterinary Medicine. Oregon dropped out of the cooperative program in 2005; thus, the Program now involves only the University of Idaho and Washington State University, and is known as the WI Program.

The Caine Center serves primarily as a food animal referral hospital/teaching center where veterinary students from Washington State University/College of Veterinary Medicine (WSU/CVM) participate in one- to four-week elective food animal production medicine rotations during their senior year of veterinary school.

The WI Program allows Idaho resident students access to a veterinary medical education through a cooperative agreement with WSU, whereby students are excused from paying out-of-state tuition, and has undergone change since its inception. Originally providing access for 15 new Idaho resident students per year in the 4-year program (funding for 60 students annually), the program now provides access for 11 Idaho resident students per year (funding for 44 students annually). The Caine Center program now resides in the Department of Animal and Veterinary Science (AVS), in UI's College of Agricultural and Life Sciences (CALS).

The present WI Program is an American Veterinary Medical Association (AVMA)-accredited veterinary medical program. Faculty members are specialized in virology, bacteriology, epidemiology, medicine, and surgery and hold joint appointments between the UI College of Agricultural and Life Sciences in the AVS Department (research) and WI Regional Veterinary Medicine Program (teaching/service/outreach). The Veterinary Pathology discipline was lost in 2005 when our second board-certified veterinary pathologist retired and was not replaced.

The Caine Center's service and diagnostic program is integral to the food animal production medicine teaching program, offering individual animal diagnosis and treatment plus disease outbreak investigation services to the veterinarians and livestock producers in Idaho. Live animals referred from practicing veterinarians are used as hospital teaching cases, and are examined and treated by the students who are on rotation at that time. Students have access to onsite, in-house laboratories to process the samples they collect and analyze the results. Practicing veterinarians throughout the state who need diagnostic help with disease problems also often send samples directly to the Caine Center's laboratories for analysis.

The establishment of the original "WOI Program" motivated the development of a cooperative graduate program with WSU, allowing cross-listing of the WSU Veterinary Science graduate courses. Thus, UI students are able to enroll for coursework leading to the UI Master's degree and to the WSU PhD degree programs through the University of Idaho. The cooperative graduate program has also enhanced research cooperation between WSU and UI faculty members.

Responsibility for the Caine Center programs, daily operations, supervision and leadership for the faculty and staff lies with a Teaching Program Coordinator who functions as a Unit Administrator under the administrative supervision of the Head of the AVS Department.

#### Teaching:

A teaching-oriented faculty with a practical approach to clinical problem-solving provides 1- to 4-week block(s) of time devoted to general food animal medicine, dairy production medicine, reproduction/biotechnology, cow/calf management, feedlot medicine, sheep/lambing management, small ruminant clinical medicine and special topics blocks designed for individual student needs.

Disease agents, fluid therapy, appropriate drug use, nutrition, diagnostic sampling, and necropsy are emphasized in clinical skills and individual animal medicine instruction. Production animal medicine stresses recordkeeping and interpretation, investigational skills, animal well-being, and stress reduction for beef cattle, dairy cattle, and small ruminants (primarily sheep and goats).



Caine Center faculty members provide summer internship opportunities for the AVS Department undergraduate program, especially designed for the pre-veterinary students. A 6-week summer dairy/beef veterinary experiential learning program – Northwest Bovine Veterinary Experience Program (NW-BVEP) – was started three years ago for a limited number of first- and second-year WSU/CVM veterinary students. One WI Program faculty member stationed at Moscow serves as an advisor for pre-veterinary students, teaches an undergraduate veterinary science course, and teaches in the second- and third-year instructional programs at the WSU College of Veterinary Medicine.

The Caine Center and AVS faculty also make use of the Caine Center facilities to offer continuing education programs for veterinarians and livestock producers, and the faculty themselves are involved in statewide producer educational programs.

Research:

Nationally- and internationally- acclaimed research conducted at the Caine Center includes that done on cryptosporidiosis, anaplasmosis, neonatal calf diseases, fluid therapy, reproductive diseases of cattle and sheep, genetic control of ovine foot rot, EID (electronic identification) of beef cattle, Johne's disease in cattle, sheep and goats, and scrapie in sheep. A long-standing collaboration with the Idaho Department of Fish & Game on wildlife/domestic disease interaction has resulted in elucidation of the Pasteurellaceae group of organisms causing death in bighorn sheep. The faculty has secured significant outside funding to conduct their research, and they have published numerous scientific papers. The research is dedicated primarily to that relevant to regional disease problems.

Service/Outreach/Extension:

Caine Center faculty members also have responsibility for outreach activities, although none of them have official Extension appointments. Their regular activities of daily/regular interaction and consultation with livestock producers, commodity groups, veterinarians, UI Extension specialists, and others on a variety of topics including production medicine, disease control or prevention, and reproductive problems are all service-oriented. Several faculty members contribute material on a regular basis to lay publications and industry newsletters, and many have been active in their state and national professional associations.

Comprehensive diagnostic services, disease investigations, and clinical studies – provided on a fee-for-service basis, and in conjunction with the veterinary teaching program – have significantly benefited many producers through the control of a number of economically devastating diseases.

## **Teaching and Learning**

### **Goal 1. Quality.**

**Objective:** Continue to provide and improve a quality, highly-rated and effective teaching program with an innovative and practical approach to clinical problem-solving.

#### **Strategies:**

- Seek out new teaching opportunities utilizing large food- animal production facilities that allow students actual hands-on experience not available in a formal educational facility, i.e. calving, lambing, kidding, milk sampling, surgery, etc.
- Utilize expertise of specialists in AVS and other departments to further expose students to basic specialized learning experiences.
- Incorporate local veterinary practitioners and agency specialists as part of the interdisciplinary instructional team.
- Expand partnerships with industry, state and local government agencies, and private foundations to encourage the funding of unique learning opportunities such as internships, preceptorships and residencies.

#### **Performance Measures:**

- Number of students in senior blocks
- Student evaluations
- Number of hours spent by students on producers' properties gaining hands-on experience
- Number of guest lecturers per block
- Contact hours with outside veterinarians

#### **Benchmark:**

- Having students for at least 80% of the scheduled blocks
- Having at least 35% of the WSU/CVM Senior Class rotate through the Caine Center

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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- Each student averaging at least 12 hours of direct hands-on experience on clients farms per 2-week block
- At least one guest lecturer per 2-week block
- An average of 4 hours of contact time per student with practicing veterinarians per 2-week block

**Scholarly and Creative Activity**

**Goal 1. Quality.**

**Objective: To provide the atmosphere, environment, encouragement, and time for faculty members to cultivate and nurture their scholarly and creative abilities.**

**Strategies:**

- Ensure that each faculty member has adequate time to pursue their research interests.
- Mentor new faculty and make sure they progress in an organized fashion towards reaching tenure and maximize their contribution to the Caine Program and the University of Idaho.
- Continue to nurture interaction between the AVS Dept/Moscow faculty, the Caine Center, and the WSU Veterinary School to promote collaboration on research projects, particularly for the newer faculty.
- Encourage faculty to seek out and apply for grants and contracts from all sources including federal and state government agencies, industry, private organizations and foundations.

**Performance Measures:**

- Time faculty members have to do research
- Amount of external funding
- Published papers in peer-reviewed journals and abstracts that meet CALS performance goals for each faculty member

**Benchmark:**

- Each faculty should dedicate at least 40 hours per month to research.

- Each faculty member should submit the required number of grants based on their research appointment and expectations.
- Each faculty member should meet expectations or better on their annual review (2 papers/year based on 100% research appointment).

### **Outreach and Service –**

#### **Goal 1. Quality**

**Objective: Endeavor to expand diagnostic laboratory and field services for the veterinarians and livestock producers in Idaho and the region.**

#### **Strategies for Objective:**

- Encourage the participation of faculty and staff in Extension activities whenever possible, and as funding allows.
- Encourage the participation of all faculty members in field disease investigations.
- Continue to monitor quality control in all laboratories. Pursue any questions or complaints concerning results until the situation is resolved.
- Encourage continuing education of laboratory staff in their given specialty.
- Partner with other University departments or units and state agencies to enhance service, improve quality, and expand diagnostic testing for zoonotic and communicable diseases of importance to Idaho and the Northwest region. Specifically, advocate for the hiring of a Veterinary Pathologist to be shared with the Idaho Department of Agriculture Animal Health Laboratory.
- Continuously update clinical and laboratory instrumentation as budgets allow, thereby enhancing diagnostic laboratory testing procedures and services for veterinarians and livestock producers in the region.
- Implement and keep updated a fee-for-service structure that provides adequate budgetary support for additional laboratory personnel – over and above those supported by the State – and is based on costs of diagnostics, other available funding, and industry needs.
- Maintain support personnel adequate to ensure that increased volume of activity can be efficiently serviced.

Performance Measures:

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

Benchmarks:

- Each faculty member to give at least one Extension producer presentation or demonstration (oral or written) per year.
- Each faculty member should conduct at least 6 field investigations per year.
- Laboratories diagnostic accessions should increase each year by at least 3%, in normal economic times.
- Live animal case accessions should remain steady, or increase in normal economic times.
- Adequate laboratory diagnostic caseload to support 3.0 FTE's, in normal economic times.

**External Factors:**

- 1) Caseload – live animal cases and diagnostic cases, sufficient for instructional goals and objectives and to support in-house laboratories are variable; subject to need and economic demand.
- 2) Loss of essential personnel. Due to budget reductions (hold-backs, rescissions, and furloughs); it is difficult to hire and retain sufficient, qualified individuals to keep up with demands of the program. Positions have been restructured and funding sources modified to the extent possible. There is also very limited means to recognize and reward outstanding performance.
- 3) Veterinary Pathology. This position has been vacant since the retirement of the second of our two veterinary pathologists in 2006. This specialty is in high demand in veterinary medicine. We are outsourcing for minimal diagnostic services, but are unable to incorporate this extremely important specialty in the veterinary teaching program at this time.



# WWAMI

## 2012-2016 Strategic Plan

**WWAMI is Idaho's regional medical education program**, under the leadership and institutional mission of the **University of Idaho**, in partnership with the **University of Washington School of Medicine (UWSOM)**. Idaho medical students spend the first year of their medical education on the campus of the **University of Idaho** in Moscow, study medicine on the campus of UWSOM in Seattle during their second year, and complete their third and fourth year clinical training at **regional medical sites in Boise, across Idaho**, or throughout the **WWAMI** (Washington, Wyoming, Alaska, Montana, Idaho) region.

As the **medical education contract program for the State of Idaho** with the University of Washington, the **UI-WWAMI Medical Program** supports the Strategic Action Plan of its host university, the University of Idaho, while recognizing its obligation to the mission, goals, and objectives of its nationally accredited partner program, the UWSOM.

UWSOM and its partner WWAMI Medical Program in Idaho are dedicated to improving the general health and wellbeing of the public. In pursuit of our goals, we are committed to **excellence in biomedical education, research, and health care**. The UWSOM and WWAMI are also dedicated to ethical conduct in all of our activities. As the **pre-eminent academic medical center in our region** and as a national leader in biomedical research, UWSOM places special emphasis on educating and training physicians, scientists, and allied health professionals **dedicated to two distinct missions**:

- **Meeting the health care and workforce needs of our region**, especially by recognizing the importance of **primary care** and providing service to **underserved populations**;
- **Advancing knowledge** and assuming leadership in the **biomedical sciences and in academic medicine**.

We acknowledge a **special responsibility to the people** in the states of Washington, Wyoming, Alaska, Montana, and **Idaho**, who have joined in a unique regional partnership. UWSOM and WWAMI are **committed to building and sustaining a diverse academic community** of faculty, staff, fellows, residents, and students and **to assuring that access to education and training** is open to learners from all segments of society, acknowledging a **particular responsibility to the diverse populations within our region**.

#### **Vision for Medical Student Education**

Our students will be highly competent, knowledgeable, caring, culturally sensitive, ethical, dedicated to service, and engaged in lifelong learning.

#### **UWSOM – Idaho WWAMI Medical Student Education Mission Statement**

Our mission is to improve the health and wellbeing of people and communities throughout the WWAMI region, the nation, and the world through educating, training, and mentoring our students to be excellent physicians.

**Goals for Medical Student Education**

In support of our mission to educate physicians, our goals for medical student training are to:

1. Challenge students and faculty to achieve excellence;
2. Maintain a learner-centered curriculum that focuses on patient-centered care and that is innovative and responsive to changes in medical practice and healthcare needs;
3. Provide students with a strong foundation in science and medicine that prepares them for diverse roles and careers;
4. Advance patient care and improve health through discovery and application of new knowledge;
5. Teach, model, and promote:
  - a. the highest standards of professionalism, honor, and integrity, treating others with empathy, compassion, and respect;
  - b. a team approach to the practice of medicine, including individual responsibility and accountability, with respect for the contributions of all health professions and medical specialties;
  - c. the skills necessary to provide quality care in a culturally sensitive and linguistically appropriate manner;
6. Encourage students to maintain and model a balanced and healthy lifestyle;
7. Foster dedication to service, including caring for the underserved;
8. Engage students in healthcare delivery, public health, and research to strengthen their understanding of healthcare disparities and regional and global health issues; and
9. Provide leadership in medical education, research, and health policy for the benefit of those we serve regionally, nationally, and globally.

**Alignment with the Idaho State Board of Education's Strategic Plan**

**2012-2016**

**Goal I: A WELL EDUCATED CITIZENRY** –Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

**Objective A: Access** - Provide outreach activities that help recruit a strong medical student applicant pool for Idaho WWAMI.



- **Performance measure:** the number of Idaho WWAMI medical school applicants per year and the ratio of Idaho applicants per funded medical student seat.
- **Benchmark:** National ratio of state applicants to medical school per state-supported seats.

**Objective B: Transition to Workforce** - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho, equal to or better than the national state return rate.

- **Performance measure:** Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.
- **Benchmark:** target rate – national average or better.

**GOAL 2: CRITICAL THINKING AND INNOVATION** - WWAMI will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of biomedical researchers, medical students and future physicians who contribute to the health and wellbeing of people and communities.

**Objective A: Critical Thinking, Innovation and Creativity** – Generate research and development of new ideas into solutions that benefit health and society.

- **Performance Measure:** WWAMI faculty funding from competitive Federally funded grants.
- **Benchmark:** \$3M annually, through FY14.

**Objective B: Innovation and Creativity** – Educate medical students who will contribute creative and innovative ideas to enhance health and society.

- **Performance Measures:** Percentage of Idaho WWAMI medical students participating in medical research (laboratory and/or community health)
- **Benchmark:** 100%

**Objective C: Quality Instruction** – Provide excellent medical education in biomedical sciences and clinical skills.

- **Performance measure:** pass rate on the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, taken medical training.
- **Benchmark:** U.S. medical student pass rates, Steps 1 & 2.

**GOAL 3: Effective and Efficient Delivery Systems** – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

**Objective A:** Increase medical student early interest in rural and primary care practice in Idaho.

- **Performance measure:** the number of WWAMI rural summer training placements in Idaho each year.
- **Benchmark:** 20 rural training placements following first year of medical education.

**Objective B:** Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- **Performance measure:** the number of WWAMI medical students completing clerkships in Idaho each year.
- **Benchmark:** 20 clerkship students each year.

**Objective C:** Support and maintain interest in primary care medicine for medical career choice.

- **Performance measure:** Percent of Idaho WWAMI graduates choosing primary care specialties for residency training each year.
- **Benchmark:** 50% of Idaho WWAMI graduating class choosing primary care residency training, in keeping with WWAMI mission.

**Objective D:** Maintain a high level Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho.

- **Performance measure:** Ratio of all WWAMI graduates who return to practice medicine in Idaho, regardless of WWAMI origin, divided by the total number of Idaho medical student graduates funded by the State.
- **Benchmark:** target ratio – 60%

**Objective E:** Efficiently deliver medical education under the WWAMI contract, making use of Idaho academic and training resources.

- **Performance measure:** Percent of Idaho WWAMI medical education contract dollars spent in Idaho each year.
- **Benchmark:** 50%

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**Key External Factors** (beyond the control of the Idaho WWAMI Medical Program):

**Funding:** the number of state-supported Idaho medical student seats each year is tied to State legislative appropriations. Availability of revenues and competing funding priorities may vary each year.

**Medical Education Partnerships:** as a distributed medical education model, the University of Idaho and the UWSOM WWAMI Medical Program rely on medical education partnership with local and regional physicians, clinics, hospitals, and other educational institutions in the delivery of medical training in Idaho. The availability of these groups to participate in a distributed model of medical education varies according to their own budget resources and competing demands on their time and staff each year.

**Population Changes in Idaho:** with a growing population and an aging physician workforce, the needs for doctors and medical education for Idaho's students only increases. Changes in population statistics in Idaho may affect applicant numbers to medical school, clinical care demands in local communities and hospitals, and availability of training physicians from year to year.



# LEADING IDAHO:

Strategic Plan 2011 - 2015

University of Idaho



# INTRODUCTION

The University of Idaho is the first choice for student success and statewide leadership. We are the premier land-grant research university and the flagship institution in our state. We lead in teaching and engaged student learning in our undergraduate, graduate and professional programs. We excel at interdisciplinary research, service to businesses and communities, and in advancing diversity, citizenship, and global outreach. Through our growing residential and networked university and strong alumni connections, we develop leaders who will guide Idaho to global economic success, create a sustainable American West, and address our nation's most challenging problems.

As Idaho's land-grant institution, our students, faculty and staff are engaged in a vast network of powerful partnerships through statewide campuses, laboratories, research and extension centers, outreach programs, and a base of loyal alumni worldwide. These resources provide connections to individuals, businesses and communities to help improve the quality of life of all Idaho citizens and secure the economic progress of the world.

We are committed to a student-centered, engaged learning environment. Our unique



geography, intimate setting, residential campus, and dedicated faculty provide aspiring leaders with the skills and abilities to challenge themselves and learn by doing.

Our leadership position in research and creative activity presents opportunities to interact and innovate with world-class faculty. Our students gain firsthand experience addressing global challenges, and bring contemporary knowledge and experience into their careers and lives.

Students, faculty and staff at the University of Idaho are dedicated to advancing a purposeful and just community that respects individuality

while providing access and inclusion for all cultures in order to create a climate that is civil and respectful. Innovative, productive collaborations that foster community and build morale are encouraged.

Over the past five years, the university community has implemented a strategic plan to further the vision and mission of the university. This 2011-15 Strategic Plan fulfills the promise of a 21<sup>st</sup> century land-grant institution to lead and inspire Idaho, the nation, and the world. To achieve this, all units will develop strategic actions that advance the overall strategic direction, vision and values of the institution.

## **PRINCIPLES AND VALUES**

- Learn, create, and innovate
- Preserve and transmit knowledge
- Act with integrity
- Treat others with respect
- Celebrate excellence
- Change lives
- Welcome and include everyone
- Take responsibility for the future



## VISION

We will be a leader among land-grant and flagship institutions in the 21<sup>st</sup> century by promoting an entrepreneurial spirit; embracing the contributions of multiple cultures, identities, and perspectives; and bringing together the talents and enthusiasm of faculty, staff and students. We will be widely recognized as a creative university that is both environmentally and fiscally sustainable and is an engaged partner in addressing the changing needs of our stakeholders in Idaho, the nation and the world.



## **Goal 1:**

### **Teaching and Learning**

**Enable student success in a rapidly changing world through transformed teaching and learning.**

**Context:** Our graduates live, work, compete, and prosper in a constantly changing environment. Consequently, curricula, co-curricular activities, pedagogy and assessment must be quickly adaptable as the environment changes, and learning experiences must help students develop the ability to identify and address complex problems or opportunities. Current disciplinary and interdisciplinary strengths will drive these changes.

**Objective A:** Build adaptable, integrative curricula and pedagogies.

#### **Strategies:**

1. Streamline policies and practices to enable creative program revision and course scheduling.
2. Implement general education requirements that emphasize integrative learning throughout the undergraduate experience.
3. Use external and internal assessments to keep teaching and learning vital.

4. Build curricula to support timely degree completion.
5. Expand opportunities for professional education.
6. Apply emerging technologies to increase access and respond to the needs of local and global learners.
7. Develop increased learning opportunities for underserved or underrepresented communities.
8. Employ active learning pedagogies to enhance student learning where appropriate.

**Objective B:** Develop integrative learning activities that span students' entire university experience.

**Strategies:**

1. Increase educational experiences within the living and learning environments.
2. Engage alumni and stakeholders as partners in student mentoring.
3. Increase student participation in co-curricular activities.
4. Integrate curricular and co-curricular activities.
5. Increase opportunities for student interaction and interdisciplinary collaboration.



## **Goal 2:** **Scholarly and Creative Activity**

**Promote excellence in scholarship and creative activity to enhance life today and prepare us for tomorrow.**

**Context:** Our quality of life today and in the future depends on the merit of our scholarship and creative endeavors. Many of the most pressing issues facing society cut across disciplines and require solutions that do the same. At the University of Idaho, we are committed to helping address society's pressing issues by continuing to support strong disciplinary and interdisciplinary activities that emphasize quality, innovation, critical thinking and collaboration. We intend to improve the quality of life of all Idaho citizens and secure the economic progress of our world.



**Objective A:** Strengthen all scholarly and creative activities consistent with the University's strategic missions and signature areas.

**Strategies:**

1. Engage accomplished scholars to provide mentoring and leadership for key research and creative initiatives.
2. Increase the number of endowed faculty positions and postdoctoral, graduate, and undergraduate fellowships.

3. Support faculty, student, and staff entrepreneurial activity to develop new areas of excellence.
4. Implement university-wide mechanisms to provide attractive start-up packages for faculty and reward systems that recruit and retain world class faculty and staff.
5. Leverage the skills of non-tenure track faculty to promote research growth.
6. Increase the application of and public access to the results of scholarly and creative activities.

**Objective B:** Enable faculty, student and staff engagement in interdisciplinary scholarship and creative activity.

**Strategies:**

1. Expand opportunities for ongoing interactions among faculty, students and staff to identify areas of common interest.
2. Increase support for graduate and undergraduate interdisciplinary research and creative activity.
3. Develop clear criteria for evaluating engaged scholarship.

4. Increase the national and international visibility of the University's contributions to interdisciplinary activities.
5. Partner with other educational institutions, industry, not-for-profits, and public agencies to expand resources and expertise.
6. Facilitate the submission of large, interdisciplinary proposals to obtain funding and sustain successful projects.



## **Goal 3:**

### **Outreach and Engagement**

**Meet society's critical needs by engaging in mutually beneficial partnerships.**

**Context:** As the state's land-grant institution, the University of Idaho is uniquely positioned to expand its impact in Idaho and beyond. We seek to achieve that end through engagement – working across disciplines; integrating teaching, research and outreach; and partnering with constituents for the mutually beneficial exchange of knowledge and resources.

**Objective A:** Develop processes, systems and rewards that foster faculty, staff, and student outreach and engagement.

#### **Strategies:**

1. Increase the internal visibility of our outreach and engagement activities to further interaction and develop synergies across the University.
2. Develop clear criteria for evaluating outreach and engagement.
3. Recognize and reward engagement with communities, businesses, non-profits, and agencies.



4. Develop an infrastructure and streamline administrative processes to coordinate outreach and engagement efforts.
5. Communicate best practices for development and implementation of outreach and engagement projects.

**Objective B:** Strengthen and expand mutually beneficial partnerships with stakeholders in Idaho and beyond.

**Strategies:**

1. Increase opportunities for faculty and students to connect with external constituents. Develop new partnerships with others who are addressing high priority issues.
2. Increase student participation in defining and delivering experiential learning opportunities.
3. Increase the external visibility of our outreach and engagement activities.
4. Coordinate plans to increase external funding for outreach and engagement.



## **Goal 4:**

### **Community and Culture**

**Be a purposeful, ethical, vibrant and open community.**

**Context:** Our community is characterized by openness, trust and respect. We value all members for their unique contributions, innovation and individuality. Our community and culture must adapt to change, seek multiple perspectives and seize opportunity. We are committed to a culture of service, internally and externally. We value a diverse community for enhanced creativity, cultural richness, and an opportunity to apply our full intellectual capacity to the challenges facing Idaho, the nation, and the world.

**Objective A:** Be a community committed to access and inclusion.

#### **Strategies:**

1. Recruit and retain a diverse student body.
2. Recruit and retain a diverse faculty and staff.
3. Expand opportunities for cultural competency training.
4. Build extended community partnerships to enhance an environment that values diversity.

**Objective B:** Be a community committed to civility and respect.

**Strategies:**

1. Promote civil and respectful dialogue and debate both in and out of the classroom.
2. Increase systematic, consistent and productive responses to behaviors that are destructive to the community.
3. Promote a sense of concern for and accountability to others.





**Objective C:** Be a community committed to productivity, sustainability, and innovation.

**Strategies:**

1. Reward individuals and units that aim high, work across boundaries and capitalize on strengths to advance the overall strategic direction, vision and values of the institution.
2. Develop and promote activities to increase collaboration with unconventional partners.
3. Energize the community and foster commitment to university-wide endeavors by communicating our successes.
4. Create efficiencies through innovative collaboration, shared goals and common experiences.
5. Invigorate the community by promoting an attitude of leadership in excellence.
6. Steward our financial assets, infrastructure and human resources to optimize performance.

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## **The First Choice for Student Success and Statewide Leadership**

We are committed to:

- Student-Centered, Engaged Learning Environment
- Globally Competitive Research and Learning Opportunities
- A Connected Community

# **University of Idaho**

[www.uidaho.edu](http://www.uidaho.edu)





**STRATEGIC PLAN**

**2012-2016**



BOISE STATE UNIVERSITY  
STRATEGIC PLAN 2011-15

**Boise State University's Environment and Role**

The Boise metropolitan area, with its population of more than 650,000, is a regional center for business and government. It is the capital of Idaho and is hundreds of miles from the next bigger metropolitan area. Although there are other institutions in the area, Boise State University is the only "full-service," comprehensive state university in the region, and therefore shoulders the responsibility for the bulk of post-secondary education, research support for the area, and service to the community.

Boise State University is typical of state universities in that it was given a very broad role and mission by its governing board, the Idaho State Board of Education. Although the statement of role and mission provides guidance as to areas to be emphasized, it gives Boise State remarkably broad latitude in determining the ways in which we will achieve that role and mission.

**Role and mission as per the Idaho State Board of Education**

In October 1998, the Idaho State Board of Education adopted the present role and mission statements for each of Idaho's four institutions of higher education. Boise State University's is as follows:

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

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

**Boise State University's Vision: To Become a Metropolitan Research University of Distinction**

Boise State University's vision is to become a metropolitan research university of distinction. Our emergence as a metropolitan research university is an inevitable and unstoppable result of the interaction of two factors: our role in our state system of education and the environment in which we are located. To do so *with distinction* will depend on the effectiveness with which we have translated our vision into our strategic plan, *Charting the Course*, and our success in implementing that plan.

**Creation of 2006 Strategic Plan: *Charting the Course***

The university first collectively defined and operationalized the vision of Boise State as a metropolitan research university of distinction. As a result of this process, the vision was defined in terms of four "destinations": Academic Excellence, Public Engagement, Vibrant Culture, and Exceptional Research. Next, the university identified five key areas in which we need to focus our efforts if we are to be successful in attaining our vision: resources, infrastructure, people,

connections, and culture. Finally, a set of 10 goals was derived to guide our progress in those five areas. The result was Boise State University's strategic plan, *Charting the Course*.

### **Creation of next Strategic Plan**

Our new provost will arrive in summer 2011, and will be charged with leading a strategic planning effort. Groundwork is already being laid: (i) we are identifying the fundamental questions that must be answered during the planning process, (ii) we are developing our response to Standard 1 of the new NWCCU standards, which essentially depicts our current state in terms of our mission, core themes, and objectives, and will therefore provide an excellent foundation for the strategic planning effort that will describe our plans to attain our future state. We are also cognizant of the fact that our new strategic planning effort must align with the recently created SBOE strategic plan.

### **Impact of New NWCCU Accreditation Standards on Performance Measures, etc.**

The Northwest Commission on Colleges and Universities (NWCCU) is Boise State University's regional accrediting agency. The NWCCU recently adopted a new set of standards as well as a new schedule and process for the accreditation process. The following is an overview of those standards, paraphrased from NWCCU documents:

- Standard One requires a clear statement of institutional mission, articulation of mission fulfillment, identification of core themes within that mission, and delineation of core theme objectives, each with assessable indicators of achievement.
- Standard Two requires an evaluation of major institutional functions, resources, and infrastructure.
- Standard Three evaluates planning for the institution as a whole as well as planning to achieve the objectives of its core themes.
- Standard Four assesses achievement of core theme objectives and achievement of goals or outcomes. It also evaluates the institution's use of assessment results for improvement.
- Standard Five evaluates fulfillment of institutional mission.

The work that we do to fulfill the new accreditation standards will, to the greatest extent possible, (i) be integrated with our new strategic planning effort, (ii) be cognizant of the SBOE strategic plan, and (iii) be coordinated with efforts such as the present document.

Our report for Standard 1 is due to the NWCCU on September 1, 2011. Our report for Standard 2 is due to the NWCCU in fall of 2013, and will be accompanied by a review team visit. Our report for Standards 3 and 4 is due to the NWCCU in fall of 2015. Our report for Standard 5 is due to the NWCCU in fall of 2017, and will be accompanied by a review team visit.

### **Key External Factors**

A wide variety of factors affect Boise State University's ability to implement our strategic plan. Here we present two factors that we regard as impediments to progress and that can be influenced by the state government and its agencies.

- Lack of funding of Enrollment Workload Adjustment. Although a mechanism exists to help Boise State University accommodate the enrollment increases we are experiencing (19.5%

increase in fall, end-of-term enrollment from Fall 2006 to Fall 2010), that mechanism is not implemented regularly. As a result, substantial differences in appropriated funding per student remain. In 2010, Boise State University's state funding per *weighted* student FTE is only 67% of the funding at the institution with the highest funding rate (2010 figures: UI -- \$3,593, LCSC -- \$3,213, ISU -- \$2,592, BSU -- \$2,422). Note that this discrepancy has grown over the years because of Boise State University's much higher enrollment growth: in 2006, Boise State University's state funding per weighted student FTE was 81% of the funding at the institution with the highest funding rate (2006 figures: UI -- \$3,707, LCSC -- \$3,548, ISU -- \$3,046, BSU -- \$3,037).

- Administrative Oversight. Boise State University is subject to substantial administrative oversight through the State of Idaho Department of Administration and other Executive agencies. Significant operational areas subject to this oversight include capital projects, personnel and benefit management, risk and insurance, and purchasing. The additional oversight results in increased costs due to additional bureaucracy and in decreased accountability because of less transparency in process. The current system places much of the authority with the Department of Administration and the other agencies, but funding responsibility and ultimate accountability for performance with the University. As a result, two levels of monitoring and policy exist, which is costly, duplicative, and compromises true accountability. In 2010, the state legislature passed legislation that exempted the University, under certain conditions, from oversight by the State's Division of Purchasing. And as a result, the university has streamlined policy and procedure and has gained substantial efficiencies in work process and in customer satisfaction, while at the same time maintaining the integrity of the purchasing process. Additional relief from administrative oversight in other areas should produce similar increases in efficiency and customer satisfaction.

## **Boise State University's Destinations, Goals, Strategies, Performance Measures, and Performance Targets**

Please note the following:

1. All goals, strategies, performance measures, and performance measures that are listed below should be considered as placeholders. As was described above, Boise State University is undertaking two major planning initiatives over the next year: We will develop a new strategic plan and we will develop our response to NWCCU Standard 1. As part of both processes we will be developing goals, objectives, performance measures, and performance targets, all of which are likely to differ significantly from those listed below.
2. The performance targets listed are for FY2013. In the following, we use the terms "performance target" and "benchmark" as follows: A "benchmark" is a reference point against which performance may be measured, for example, the "average measure at peer institutions." A "performance target" often makes use of a benchmark, and is the target level for performance, for example, "10% higher than the average at peer institutions."

### **Destinations:**

Note that all 10 goals (below) contribute to each of the destinations and that various strategies (listed below under goals) contribute to each goal.

#### **Destination: Academic Excellence**

Performance Measures and Performance targets:

- Student Perception of Academic Challenge as measured by the National Survey for Student Engagement (NSSE). Performance target: Rating equal to that at peer institutions
- Student Perceptions of Active and Enriching Learning Environments as measured by the NSSE. Performance target: Rating equal to that at peer institutions
- Students participating in courses with a Service Learning component. Performance targets: (i) 6,000 students participating per year, (ii) participation exceeds to that at peer institutions
- Specific Accomplishments

#### **Destination: Public Engagement**

Performance Measures and Performance targets:

- Students Participating in Community-Based Projects for Courses (NSSE). Performance target: Comparable to peers
- Funding for Public Service Activities. Performance target: minimum \$6 million running average
- Specific Accomplishments

#### **Destination: Vibrant Culture**

Performance Measures and Performance targets:

- Racial diversity of the student body. Performance target: 14% non-white student population
- Student rating of supportive campus environment (NSSE). Performance target: Comparable to that at peer institutions
- Interactions with students of different beliefs and ethnicity (NSSE). Performance target: Comparable to that at peer institutions
- Specific Accomplishments

### **Destination: Exceptional Research**

Performance Measures and Performance targets:

- Externally funded research expenditures. Performance target: \$15 million
- Sponsored project proposals and awards. Performance target: Awards of \$45 million
- Doctoral graduates. Performance target: Sufficient to gain next higher Carnegie rating (i.e., 20 per year)
- Intellectual Property Disclosures. Performance target: 12 per year.
- Number of publications and number of citations of Boise State publications. Performance target: 10% increase in publications, 20% increase in citations.
- Specific Accomplishments

### **Goals and Strategies.**

Note that strategies may contribute to multiple goals

### **Goal I. Develop network and outreach opportunities with the community**

Strategies:

- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching
- Promote and reward research in and with the community
- Align educational offerings with economic development needs and incorporate employers' input into curriculum design
- Promote collaboration and sharing of information between campus and the community

Performance Measures and Performance targets:

- Sponsored project funding from state, local, and private sources. Performance target: Total sponsored project funding of \$45 million
- Students participating in applied experiences (NSSE). Performance target: Rating comparable to that at peer institutions
- Impact of the Idaho Small Business Development Center. Performance target: The yearly sales growth ISBDC clients remains at least 3 times higher than that of the average for all Idaho small businesses.
- Formal contractual collaborations with businesses. Performance target: 14 collaborations.
- Specific Accomplishments

### **Goal II. Respond to the educational needs of the region**

Strategies:

- Align educational offerings with economic development needs and incorporate employers' input into curriculum design
- Offer flexible course delivery options

Performance Measures and Performance targets:

- Dual enrollment credits generated and students enrolled. Performance target: 10,000 credits generated and 2,200 students enrolled per year
- Degrees & Certificates Awarded. Performance target: 5% increase from previous year
- Credit hours generated and graduates per citizen in service area. Performance target: Does not decrease from previous year
- Percent of student financial aid met. Performance target: 68% for undergraduates

- # of enrollees in and graduates from our Bachelor of General Studies program (designed for returning students). Performance target: 250 enrolled and 40 graduates per year.
- # of STEM graduates. Performance target: 350 per year.
- # of credits taken via distance education delivery methods. Performance target: 45,000 credits per year.
- # of students in 2+2 programs in collaboration with College of Western Idaho. Performance target: under development
- Specific Accomplishments

### **Goal III. Provide development opportunities for faculty to integrate research and teaching**

#### Strategies:

- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching
- Redesign annual evaluation and promotion and tenure criteria to include integration of research and teaching
- Promote and reward research in and with the community
- Align educational offerings with economic development needs and incorporate employers' input into curriculum design
- Facilitate faculty collaborations across departments and colleges
- Promote collaboration and sharing of information between campus and the community.
- Secure funds for sponsored research activity.

#### Performance Measures and Performance targets:

- Number of students participating in research projects with faculty (NSSE). Performance target: Rating comparable to that at peer institutions
- Number of student participants in Undergraduate Research Conference. Performance target: 550 student participants
- Number of graduate assistantships. Performance target: 300 from all funding sources
- Specific Accomplishments

### **Goal IV. Promote diverse communities that foster faculty, staff, and student interaction**

#### Strategies:

- Create active learning opportunities in-class and out-of-class
- Build residential communities for students, faculty and staff
- Facilitate faculty collaborations across departments and colleges
- Schedule, promote, and facilitate involvement in cultural and intellectual events
- Develop and promote programs to internationalize campus
- Implement the campus master plan

#### Performance Measures and Performance targets:

- Number of students & faculty in study abroad programs. Performance target: 10% increase from previous year
- Student perception of encouragement of interactions among those with different beliefs and ethnicities. NSSE rating. Performance target: Rating comparable to that at peer institutions
- Student perception of quality of student and faculty interactions (NSSE). Performance target: Rating comparable to that at peer institutions
- Number of students in on-campus residential halls. Performance target: Increase from previous year
- Specific Accomplishments

**Goal V. Recruit and retain an academically prepared and diverse student body**

Strategies:

- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching.
- Expand student recruitment efforts
- Create additional opportunities for student financial assistance
- Create active learning opportunities in-class and out-of-class
- Offer flexible course delivery options
- Build residential communities for students, faculty and staff
- Schedule, promote, and facilitate involvement in cultural and intellectual events
- Develop and promote programs to internationalize campus
- Promote to the State the value of investing in higher education
- Secure funds for sponsored research activity
- Implement the campus master plan

Performance Measures and Performance targets:

- Freshman Retention Rate (first time full time). Performance target: 72%
- 6-year grad rate (first time full time). Performance target: 28%
- Incoming student HS GPA and class standing. Performance target: 3.35 GPA
- Incoming student ethnic diversity. Performance target: 17%
- Incoming freshmen in top quartile of HS class. Performance target: 37%
- Scholarship Dollars per Student FTE. Performance target: \$1,950
- # of credits at graduation. Performance target: reduced from prior year.
- Specific Accomplishments

**Goal VI. Recruit and retain faculty and staff to support the vision**

Strategies:

- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching
- Redesign annual evaluation and promotion and tenure criteria to include integration of research and teaching
- Promote and reward research in and with the community
- Facilitate faculty collaborations across departments and colleges
- Develop a staffing plan, compensation packages, and structures commensurate with a metropolitan research university
- Schedule, promote, and facilitate involvement in cultural and intellectual events
- Develop and promote programs to internationalize campus
- Promote to the State the value of investing in higher education
- Secure funds for sponsored research activity
- Build and sustain a comprehensive advancement/fundraising program.
- Implement the campus master plan

Performance Measures and Performance targets:

- Faculty salaries as a percent of national average (AAUP). Performance target: comparable to peers
- Professional staff salaries as a percent of national average (CUPA). Performance target: comparable to peers

- Number of tenured/tenure-track faculty members. Performance target: 1% increase per year
- Number of full-time lecturers. Performance target: 1% increase per year
- Student FTE per budgeted faculty FTE. Performance target: comparable to peer institutions
- Specific Accomplishments

**Goal VII. Provide student-centered services**

Strategies:

- Create active learning opportunities in-class and out-of-class
- Offer flexible course delivery options
- Build residential communities for students, faculty and staff
- Schedule, promote, and facilitate involvement in cultural and intellectual events

Performance Measures and Performance targets:

- Number of students receiving academic services: tutoring and advising. Performance target: 5% increase from previous year
- Student rating of academic advising (NSSE). Rating comparable to that at peer institutions
- Student rating of academic support (NSSE). Performance target: Rating comparable to that at peer institutions
- Student rating of administrative personnel and offices (NSSE). Performance target: Rating comparable to that at peer institutions
- Specific Accomplishments

**Goal VIII. Create an organization that is responsive to change**

Strategies:

- Redesign annual evaluation and promotion and tenure criteria to include integration of research and teaching

Performance Measures and Performance targets:

- Number of organizational development workshops held by Training and Development. Performance target: Under development
- % of university policies revised. Performance target: 10% revised per year
- Specific Accomplishments

**Goal IX. Build and maintain facilities to support programs and create an attractive and accessible environment**

Strategies:

- Build residential communities for students, faculty, and staff
- Secure funds for sponsored research activity
- Build and sustain a comprehensive advancement/fundraising program
- Implement the campus master plan.

Performance Measures and Performance targets:

- Square feet of classroom, instructional labs, research labs, residential, and study space per student. Performance target: Comparable to peer data
- Square feet of research and office space per faculty member. Performance target: Comparable to peer data from Society for College and University Planning
- Carbon footprint. Performance target: Decrease from previous year; better rating than peers.
- Number of students in on-campus residential halls. Performance target: Increase from previous year
- Specific Accomplishments



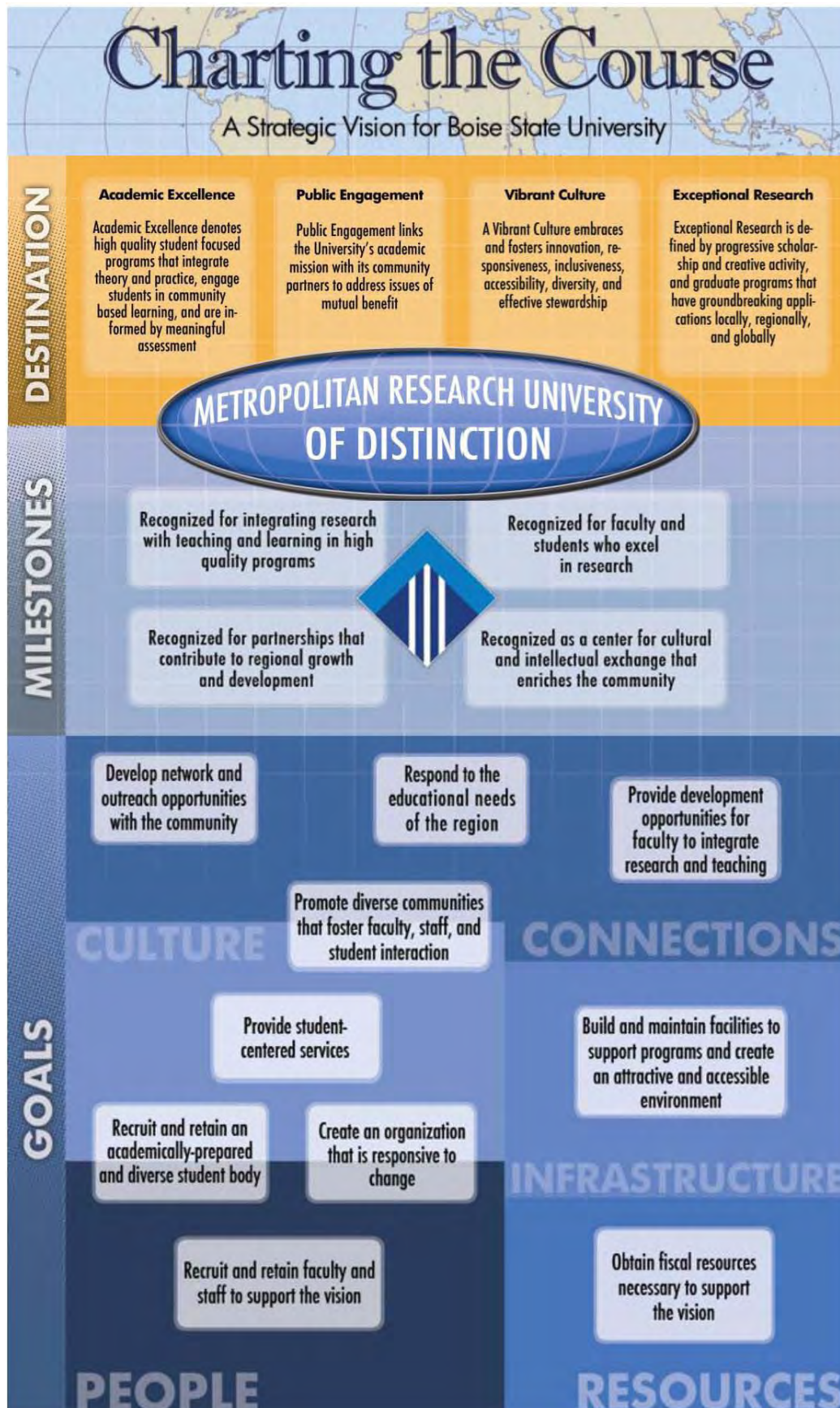
**Goal X. Obtain fiscal resources necessary to support the vision**

Strategies:

- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching
- Create additional opportunities for student financial assistance
- Align educational offerings with economic development needs and incorporate employers' input into curriculum design
- Develop a staffing plan, compensation packages, and structures commensurate with a metropolitan research university
- Secure funds for sponsored research activity
- Build and sustain a comprehensive advancement/fundraising program

Performance Measures and Performance targets:

- Contributions to the Boise State Foundation. Performance target: \$175 million by the end of the comprehensive campaign.
- Sponsored project income. Performance target: \$45 million
- Specific Accomplishments





<div> <p><b>Boise State University Strategy Matrix</b></p> <p>These guiding strategies reflect routes by which Boise State University will achieve its goals.</p> <p><b>METROPOLITAN RESEARCH UNIVERSITY OF DISTINCTION</b></p> </div>		GOALS									
STRATEGIES		(1) Develop network and outreach opportunities with the community	(2) Respond to the educational needs of the region	(3) Provide development opportunities for faculty to integrate research and teaching	(4) Build and maintain facilities to support programs and create an attractive and accessible environment	(5) Promote diverse communities that foster faculty, staff, and student interaction	(6) Recruit and retain an academically-prepared and diverse student body	(7) Recruit and retain faculty and staff to support the vision	(8) Provide student-centered services	(9) Create an organization that is responsive to change	(10) Obtain fiscal resources necessary to support the vision
	(a) Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching										
	(b) Redesign annual evaluation and promotion and tenure criteria to include integration of research and teaching										
	(c) Promote and reward research in and with the community										
	(d) Expand student recruitment efforts										
	(e) Create additional opportunities for student financial assistance										
	(f) Create active learning opportunities in-class and out-of-class										
	(g) Align educational offerings with economic development needs and incorporate employers' input into curriculum design										
	(h) Offer flexible course delivery options										
	(i) Build residential communities for students, faculty, and staff										
	(j) Facilitate faculty collaborations across departments and colleges										
	(k) Develop a staffing plan, compensation packages, and structures commensurate with a metropolitan research university										
	(l) Schedule, promote, and facilitate involvement in cultural and intellectual events										
	(m) Promote collaboration and sharing of information between campus and the community										
	(n) Develop and promote programs to internationalize the campus										
	(o) Promote to the State the value of investing in higher education										
	(p) Secure funds for sponsored research activity										
	(q) Build and sustain a comprehensive advancement/fundraising program										
	(r) Implement the campus master plan										

Strategies support multiple goals; illustrate examples

Numbers and letters do not signify priority ranking



## **Idaho State University Strategic Plan**

### **Mapping Our Future: Leading in Opportunity and Innovation**

#### **20011-2015 Executive Summary**

Idaho State University  
2011-2015  
Strategic Plan

## Vision

Idaho State University strives to advance scholarly and creative endeavor through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these qualities to enhance technical, undergraduate, graduate, and professional education, health care, and other services provided to the people of Idaho, the Nation, and the World; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

## Mission

As a public research university, with high research activity (RU-H), ISU serves a diverse population through its undergraduate, graduate, and professional programs; research and creativity activity; and public service endeavors, offered throughout the State and Intermountain region. The University is assigned by the State Board of Education specific responsibility in delivering programs in the health professions within the state, and in response, has formulated its academic plans and generated academic programs with primary emphasis in the health professions and the related biological and physical sciences. The University has strong programs in business, education and teacher preparation, engineering, and technical training; and in the liberal arts and sciences, which provide the core general education curriculum. ISU is committed to maintaining strong programs in the arts, humanities, and sciences as independent, multifaceted fields of inquiry and as the foundation for other academic disciplines. The University offers high quality graduate programs in the Colleges of Arts and Letters, Business, Education, and Science and Engineering; and within the Division of Health Sciences, which also offers post-graduate residency training programs in family medicine, dentistry, and pharmacy. In addition, the College of Technology provides students high quality professional-technical training in response to the workforce needs of private industry and public entities. ISU's Early College Program provides current high school students the opportunity to begin their college-level course work prior to graduating.

## STRATEGIC PLAN GOALS AND OBJECTIVES

**GOAL ONE:** *Achieve academic excellence in undergraduate, graduate, professional, and technical education. (SBOE Strategic Plan: Goal 1, Objectives A-D)*

**OBJECTIVE 1.1:** Enhance program excellence through an effective student mix and the maintenance of a strong and balanced student enrollment.

**Performance Measure 1:** Percent of newly admitted full-time, undergraduate students requiring remedial education.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

**Benchmark:** Decrease by three percent per year for the next three years.

*(Benchmark established based on historical institutional data and future recruiting and enrollment projections.)*

**Performance Measure 2:** Total enrollment (headcount, credit hours, credit hours per FTE, and FTE) of professional-technical, undergraduate and graduate students.

**Benchmark:** Total enrollment will remain level over the next three years.

*(Benchmark established based on historical institutional data, future recruiting and enrollment projections, and anticipated continuing reductions in appropriation budgets.)*

**OBJECTIVE 1.2:** Recruit and retain high quality faculty, to ensure maintenance of effective teaching, productive scholarship, and institutional and public service.

**Performance Measure 1:** Number of successful faculty recruitments as a percent of searches implemented. A successful search is defined as the ability to hire one of the top three candidates.

**Benchmark:** Percent of successful searches at 75 percent or higher each year.

*(Benchmark established based on historical institutional data, and effect of lower faculty salaries compared to peer institutions.)*

**Performance Measure 2:** Faculty turnover numbers (e.g., voluntary departures, retirements, and terminations).

**Benchmark:** No significant increase in voluntary departures compared to average for previous three years.

*(Benchmark established based on historical institutional data.)*

**OBJECTIVE 1.3:** Maintain library services to support effective academic programming and research support for students and faculty.

**Performance Measure:** Level of fiscal and organizational resources allocated for provision of library services.

**Benchmark:** Library budget as a percent of ISU's overall appropriated budget will remain level over the next three years.

*(Benchmark established based on historical institutional data and anticipated continuing reductions in appropriated budgets.)*

**OBJECTIVE 1.4:** Maintain instructional facilities that support program effectiveness.

**Performance Measure:** Level of fiscal and organizational resources allocated to maintain and/or improve existing instructional facilities.

**Benchmark:** Necessary maintenance and/or improvements to instructional facilities are completed in a timely manner each year.

*(Benchmark established based on internal process for prioritizing required maintenance and enhancement of instructional facilities.)*

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**APRIL 20-21, 2011**

**GOAL TWO:** *Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Strategic Plan: Goal 2, Objectives A-B)*

**OBJECTIVE 2.1:** Increase the creative/scholarly/research productivity of ISU faculty and students.

**Performance Measure:** Numbers of externally funded grants, awards, and contracts received each year.

**Benchmark:** Total external funding awarded will increase by five percent per year for the next three years.

*(Benchmark established based on historical institutional data and the anticipated effect of the reclassification of ISU as a Research High institution.)*

**OBJECTIVE 2.2:** Develop strategic public and private partnerships focused on advancing the institutional mission, programming needs, and the needs of public and private entities in the State.

**Performance Measure:** Number of current public and private partnerships in effect.

**Benchmark:** Number of current partnerships in place will increase by five percent over the next three years.

*(Benchmark established based on historical institutional data and anticipated increase in research productivity.)*

**OBJECTIVE 2.3:** Maintain research facilities and infrastructure to enhance scholarly productivity.

**Performance Measure:** Level of fiscal and organizational resources allocated to maintain and/or enhance existing research facilities and support.

**Benchmark:** Percent of appropriated budget allocated to support research endeavors and facilities will remain level over the next two years.

*(Benchmark established based on historical institutional data and anticipated continuing reductions in appropriation budgets.)*

**GOAL THREE:** *Advance health sciences research and health professions education throughout the state to increase the quality of patient care, the number of practicing health care professionals, and to promote clinical and translational research. (SBOE Strategic Plan: Goal 1, Objectives A-D; Goal 2, Objectives A, B; Goal 3, Objectives A-C)*

**OBJECTIVE 3.1:** Increase the number students admitted to ISU's health professions programs, where capacity exists, to meet the healthcare workforce needs of Idaho.

**Performance Measure:** Number of seats available in the undergraduate, graduate, and postgraduate health programs at ISU, where capacity exists (i.e., based on assessment of projected manpower needs, funding to increase number of clinical faculty, available clinical training sites, and size of the applicant pools).

**Benchmark:** Number of seats available in select health programs will increase where capacity exists.

*(Benchmark established based on historical institutional data, specialized accreditation requirements, and State manpower data).*

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

**OBJECTIVE 3.2:** Develop strategic public and private partnerships with health care organizations, facilities, and professional and provider organizations within the State and intermountain region.

**Performance Measure:** Number of current public and private health-related partnerships in effect.

**Benchmark:** Number of health-related partnerships to increase by five percent over the next three years.

*(Benchmark established based on historical institutional data and anticipated increase in number of graduates in select health professions, and research productivity in the health sciences.)*

**OBJECTIVE 3.3:** Increase scholarly and research productivity of faculty in the health professions.

**Performance Measure:** Number of externally funded clinical, applied, basic and translational research grants and contracts in the health professions.

**Benchmark:** Increase number of externally funded grants and contracts by ten percent over the next three years.

*(Benchmark based on historical institutional data and anticipated increased faculty scholarly productivity in the newly formed Division of Health Sciences.)*

**OBJECTIVE 3.4:** Expand postgraduate residency training programs throughout the state to meet increasing patient care and training needs.

**Performance Measure:** Number of ISU postgraduate residency and fellowship programs in medicine, pharmacy, dentistry, and other health professions.

**Benchmark:** Increase number of training sites in State by five percent over the next three years.

*(Benchmark established based on institutional Five-Year Plan and increased health manpower needs in the State.)*

**GOAL FOUR: Prepare students to function in a global society.** (SBOE Strategic Plan: Goal 1, Objectives A-D; Goal 2, Objectives A, B)

**OBJECTIVE 4.1:** Enrich learning and research opportunities for both students and faculty through greater development of international programming.

**Performance Measure:** Numbers of international study and exchange agreements in place.

**Benchmark:** Numbers of agreements in place will increase by five percent over the next three years.

*(Benchmark established based on historical institutional data and increased efforts within the Student Affairs and International Program Offices.)*

**OBJECTIVE 4.2:** Recruit and retain students, faculty, and staff from underrepresented groups to better serve institutional and community needs for integration of multicultural and gender-related perspectives in our range of programming.

**Performance Measure:** Percent of total students, faculty, and staff from underrepresented groups.

**Benchmark:** Percent of students, faculty, and staff will each increase by three percent over the next three years.



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

*(Benchmark established based on historical institutional data, and state demographics.)*

**OBJECTIVE 4.3:** Create instructional, research, residential, and social environments that encourage the social integration of all students, faculty, staff, and the larger community.

**Performance Measure:** Number of programs and campus events that foster peer involvement, social engagement, and institutional connections early in students' college careers.

**Benchmark:** Number of programs and events will increase by ten percent over the next three years.

*(Benchmark established based on historical institutional data and increased focus on student engagement by the Student Success Center and Office of Student Affairs.)*

**GOAL FIVE:** *Focus institutional instructional and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Strategic Plan: Goal 1, Objectives A-D; Goal 3, Objectives A-C)*

**OBJECTIVE 5.1:** Enhance partnerships with other institutions of higher education throughout the state and intermountain region.

**Performance Measure:** Number of partnerships and collaborative agreements with other institutions of higher education.

**Benchmark:** Number will increase by five percent over the next three years.

*(Benchmark established based on historical institutional data and increasing interdisciplinary research productivity of faculty.)*

**OBJECTIVE 5.2:** Strengthen partnerships/collaboration with K-12 organizations to enhance students' abilities to enter and ascend ISU's educational ladder of opportunity.

**Performance Measure:** Number of current partnerships and collaborative agreements in effect with K-12 schools, school districts, and organizations.

**Benchmark:** Number will increase by five percent over the next three years.

*(Benchmark established based on historical institutional data.)*

**OBJECTIVE 5.3:** Enhance existing alumni relations and support, and develop further resources aimed at supporting the University's mission.

**Performance Measure:** Update and streamline alumni organization data and records processes.

**Benchmark:** Successful implementation of ISU Foundation enterprise resource planning system and related auxiliary systems (Viking/Raiser's Edge) by end of FY2011.

*(Benchmark established based on implementation timeline.)*

**GOAL SIX:** *Promote the efficient and effective use of resources. (SBOE Strategic Plan: Goal 3, Objectives A-C)*

**OBJECTIVE 6.1:** Develop a culture of effective and efficient institutional governance based on organization, communication, accountability, consistency, relationship building, and university-wide prioritization.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**APRIL 20-21, 2011**

**Performance Measure 1:** Implement a revised faculty governance structure, as directed by the SBOE.

**Benchmark:** Constitution and revised faculty governance structure approved and fully implemented by May 2012.

*(Benchmark established in response to actions of the SBOE related to ISU institutional/faculty governance concerns.)*

**Performance Measure 2:** Engagement of campus constituencies in the development of a revised comprehensive institutional strategic plan in tandem with development of the institution's future accreditation reports (new NWCCU Standards One through Five).

**Benchmark 1:** Completion of report on NWCCU Standard One, Core Themes, due September 15, 2011.

**Benchmark 2:** Completion of a draft revised institutional strategic plan by May 2012.

*(Benchmarks established based on the requirements of the new NWCCU accreditation standards and the alignment with the strategic plan.)*

**OBJECTIVE 6.2:** Develop a clear and concise Manual of Administrative Policies and Procedures (MAPPs) that supports compliance with applicable laws and regulations, promotes operational efficiencies, and reduces institutional risks.

**Performance Measure:** Completion of the online ISU Manual of Administrative Policies and Procedures.

**Benchmark:** Number of administrative policies and procedures developed and included in the Manual will increase by five per year until such time as all anticipated policies have been developed.

*(Benchmark established based on timeline developed by the Office of Finance and Administration.)*

**OBJECTIVE 6.3:** Strengthen fiscal controls, with attention to stakeholder involvement and understanding, to maximize the propriety of and control over financial transactions, as well as ensure that assets are protected and costs are incurred only when necessary.

**Performance Measure:** Number of external audit recommendations.

**Benchmark:** Number of audit recommendations will decrease over the next three years.

*(Benchmark established based on historical institutional data and expectations of senior administrative leadership.)*

**OBJECTIVE 6.4:** Ensure that Information Technology Services supports the university's missions for teaching and learning, research, and administration applications by providing appropriate information and instructional technology and support, built on an effective and reliable information technology infrastructure.

**Performance Measure:** Level of fiscal and organizational resources required to maintain existing information technology services.

**Benchmark:** ITS budget as a percent of ISU's overall appropriated budget will remain level over the next three years.

*(Benchmark established based on historical institutional data and anticipated continuing reduction in appropriated budgets.)*

**KEY EXTERNAL FACTORS**  
**(BEYOND DIRECT CONTROL OF IDAHO STATE UNIVERSITY)**

**Funding**

Many Idaho State University strategic goals and objectives assume on-going and sometimes substantive additional levels of State legislative appropriations. Availability of state revenues, upon which appropriation levels depend, can be uncertain from year to year. Similarly, while gubernatorial and legislative support for ISU efforts are significant, priorities set by those bodies vary from year to year, affecting planning for institutional initiatives and priorities. Three successive years of deep reductions in state appropriated funding have made it increasingly difficult to plan for and implement strategic growth. In addition, Workload Adjustment has not been funded for several years. Given the reduction in appropriations over the past few years, the University strives to maintain existing levels of resources necessary to support instruction, research, and key services.

**Legislation/Rules**

Beyond funding considerations, many institutional and SBOE policies are embedded in state statute or rule and are not under institutional or SBOE control. Changes to statute and rule desired by the institution are accomplished according to state guidelines. As with SBOE rules, rules require public notice and opportunity for comment, gubernatorial support, and adoption by the Legislature. Proposed legislation, including both one-time and ongoing requests for appropriated funding, must be supported by the Governor, gain approval in the germane legislative committees, and pass both houses of the Legislature.

**Federal Government**

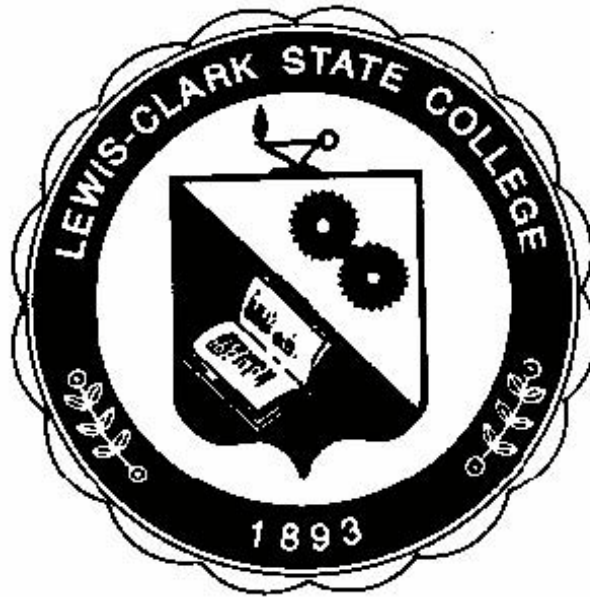
A great deal of educational and extramural research funding for ISU and the SBOE is provided by the federal government. Funding is often tied to specific federal programs and objectives, and therefore can greatly influence both education policy and extramurally-funded research agendas at the state and the institutional levels. While the influx of federal stimulus funds provided a certain buffer for FY 2010, the loss of the bulk of stimulus funds for FY 2011 severely mitigated even short term positive impacts that the stimulus funding had.

**Local/Regional/National/Global Economic Outlook**

Conventional wisdom has long tied cyclic economic trends to corresponding trends in higher education enrollments. While some recent factors have caused this long relationship to be shaken in terms of monies students and prospective have available for higher education, in general the perceived and actual economic outlooks experienced by students continues to affect both recruitment into our colleges and universities as well as degree progress and completion rates. As commodities prices for a range of items from food to fuel continue to experience volatility, we can expect students' economic experiences to continue to affect their ability and willingness over the short term to engage higher education. While the current recessionary trends in the state economy show signs of rebounding in the future, such economic progress has not yet solidified, thus accurate projections for growth remain problematic.

**Regional and National Demographic Trends**

As with economic trends, demographic trends throughout the region and nation continue to affect both recruitment into higher education, as well as a range of progress and completion issues. These changing social demographics and the corresponding changes in our student and prospective student demographics will make it increasingly important for ISU to critically examine our range of services and functions and to continue to refine them to better serve the range of constituencies within our institution and larger communities.



# Lewis-Clark State College

## Strategic Plan

Submitted March 22, 2011

**FY2012-2016**

## Lewis-Clark State College

### Strategic Plan FY2012-2016

#### VISION STATEMENT

Unique among Idaho's institutions of higher education, LCSC will fulfill the SBOE vision of a seamless public education system by integrating traditional baccalaureate programs, professional-technical training programs, and community college and community support programs within a single institution, serving diverse needs within a single student body, and providing outstanding teaching and support by a single faculty and administrative team. LCSC's one-mission, one-team approach will prepare citizens from all walks of life to make the most of their individual potential and contribute to the common good by fostering respect and close teamwork among all Idahoans. Sustaining a tradition that dates back to its founding as a teacher training college in 1893, LCSC will continue to place paramount emphasis on quality of instruction—focusing on the quality of the teaching and learning environment for traditional and non-traditional academic classes, professional-technical education, and community instructional programs. Lewis-Clark students' personalized instruction will be complemented by personal application of knowledge and skills in the real world, as embodied in the College's motto: "*Connecting Learning to Life*." LCSC will be an active partner with the K-12 school system, community service agencies, and private enterprises and will support regional economic and cultural development. LCSC will strive to sustain its tradition as the most accessible four-year higher-education institution in Idaho by rigorously managing program costs; student fees; housing, textbook, and lab costs; and financial assistance to ensure affordability. LCSC will vigorously manage the academic accessibility of its programs through accurate placement, use of student-centered course curricula, and constant oversight of faculty teaching effectiveness. LCSC will nurture the development of strong personal values and will emphasize teamwork to equip its students to become productive and effective citizens who will work together to make a positive difference in the state, the nation, and the world.

## MISSION STATEMENT

LCSC's official role and mission statement (approved by the SBOE in 1998) is provided below:

### **1. Type of Institution**

Lewis-Clark State College is a regional state college offering undergraduate instruction in the liberal arts and sciences, professional areas tailored to the educational needs of Idaho, applied technical programs which support the state and local economy and other educational programs designed to meet the needs of Idahoans.

Lewis-Clark State College will formulate its academic plan and generate programs with primary emphasis in the areas of business, criminal justice, nursing, social work, teacher preparation, and professional-technical education. The College will give continuing emphasis to select programs offered on and off campus at non-traditional times, using non-traditional means of delivery and serving a diverse student body. Lewis-Clark State College will maintain basic strengths in the liberal arts and sciences, which provide the core curriculum or general education portion of the curriculum.

### **2. Programs and Services** (listed in order of emphasis)

- **Baccalaureate Education:** Offers a wide range of baccalaureate degrees and some qualified professional programs.
- **Associate Education:** Offers a wide range of associate degrees and some qualified professional programs.
- **Certificates/Diplomas:** Offers a wide range of certificates and diplomas.
- **Distance Learning:** Uses a variety of delivery methods to meet the needs of diverse constituencies.
- **Technical and Workforce Training:** Offers a wide range of professional, technical and outreach programs.
- **Continuing Education:** Provides a variety of life-long learning opportunities.
- **Research:** Conducts select coordinated and externally funded research studies.
- **Graduate:** None.

**3. Constituencies Served:** The institution serves students, business and industry, the professions, and public sector groups primarily within the region and throughout the state, as well as diverse and special constituencies. Lewis-Clark State College works in collaboration with other state and regional postsecondary institutions in serving these constituencies.

**Goal I.** A well-educated citizenry: *Lewis-Clark State College will support the Idaho State Board of Education's efforts to provide opportunities for individual advancement.*

**SBOE Objective A: ACCESS - Support the Idaho State Board of Education's efforts to improve access for individuals of all ages, abilities, and economic means to Idaho's educational system.**

- **Performance Measure: High school students participating in concurrent enrollment (headcount and FTE)**

**Benchmark: Annual Enrollment - 1,300  
Annual FTE - 170**

- **Performance Measure: Scholarship dollars awarded per student FTE**

**Benchmark: Academic - \$2,000  
Professional-Technical - \$1,400**

**SBOE Objective B: Higher Level of Educational Attainment - Support the Idaho State Board of Education's efforts to increase the postsecondary completion rate.**

- **Performance Measure: The number of degrees and certificates awarded**  
**Benchmark: 8% increase (652) degrees and certificates awarded.**

- **Performance Measure: First-year/ full-time cohort retention rate**

**Benchmark: 60%**

- **Performance Measure: First-year/ full-time cohort 150% graduation rate**

**Benchmark: 28%**

**SBOE Objective C : Adult Learner Re-Integration - Support the Idaho State Board of Education's efforts to improve the processes and increase the options for re-integration of adult learners into the education system.**

- **Performance Measures:**



- **Percentage of people served by the Center for New Directions who enter an education or training program**  
**Benchmark: 20% (n=22 students)**
- **Number of GED certificates awarded**  
**Benchmark: 500**

**SBOE Objective D: Transition - Support the Idaho State Board of Education's efforts to improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.**

**Performance Measures:**

- **Number of degrees in STEM fields**  
**Benchmark: 70 degrees**
- **NCLEX first-time licensing/certification exam pass rates**  
**Benchmark: Meet or exceed 88%**
- **Percentage of LCSC graduates employed or continuing their education**  
**Benchmark: 90% of LCSC graduates will have positive placement**

**Goal 2. Critical thinking and Innovation - *Lewis-Clark State College will support the Idaho State Board of Education's efforts to provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, and think critically, and are creative.***

**SBOE Objective A: Critical Thinking, Innovation, and Creativity- Support the Idaho State Board of Education's efforts to increase research and development of new ideas into solutions that benefit society**

**Performance Measures:**

- **Institution funding from competitive grants**  
**Benchmark: \$1.9m**
- **ETS Proficiency Profile critical thinking construct**  
**Benchmark: LCSC will score at the 75<sup>th</sup> percentile or better of comparison participating institutions (Carnegie Classification-Baccalaureate Diverse) on the ETS Proficiency Profile critical thinking construct.**

**SBOE Objective B: Innovation and Creativity - Support the Idaho State Board of Education's efforts to educate students who will contribute creative and innovative ideas to enhance society.**

**Performance Measures:**

- **Number of students participating in internships or undergraduate research**  
**Benchmark: 250**
- **The number of presentations at the LCSC Senior Research Symposium**  
**Benchmark: 155 presentations**

**SBOE Objective C: Quality Instruction- Support the Idaho State Board of Education's efforts to increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.**

**Performance Measure - Classified Staff:**

- **State of Idaho Classified Staff Pay Schedule**

**Benchmark: Classified Staff pay will be 90% of Policy.**

**Performance Measure - Professional Staff (Administrative):**

- **College and University Professional Association for Human Resources (C.U.P.A) - Administrative Salary Survey**

**Benchmark: Compensation for professional staff (Administrative) will be 90% of the average C.U.P.A. Administrative Salary Survey median for institutions in the same budget quartile as Lewis-Clark State College**

**Performance Measure- Professional Staff (Mid-level and Professional):**

- **College and University Professional Association for Human Resources (C.U.P.A.) Mid-Level and Professional Salary Survey**

**Benchmark: Compensation for professional staff (mid-level and professional) will be 90% of average C.U.P.A. Mid-Level and Professional Survey median for institutions in the same budget quartile as Lewis-Clark State College.**

**Performance Measure- Instructional Personnel:**

- **Integrated Postsecondary Education Data System (IPEDS), Human Resources Report**

**Benchmark: Compensation for instructional personnel will be 90% of the average of peer institutions by academic rank as reported by IPEDS.**

**Performance Measure:**

- **Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition**  
**Benchmark: The percentage of first-time students passing the PRAXIS II will exceed 90%.**

**GOAL 3: Effective and Efficient Delivery Systems – *Lewis-Clark State College will support the Idaho State Board of Education’s efforts to ensure educational resources are used efficiently.***

**SBOE Objective A: Cost Effective and Fiscally Prudent – Support the Idaho State Board of Education’s efforts to Increase productivity and cost-effectiveness.**

- **Average number of credits earned at completion of certificate or degree program.**  
**Benchmark: Associates – TBD (SBOE Benchmark)**  
**Benchmark: Bachelors - TBD (SBOE Benchmark)**
- **Institutional reserves comparable to best practice.**  
**Benchmark: A minimum target reserve of 5% of operating expenditures.**

**SBOE Objective B: Data-driven Decision Making - Support the Idaho State Board of Education’s efforts to increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho’s educational system.**

**Performance Measure:**

- **LCSC will support the development of a P-20 to workforce longitudinal data system with the ability to access timely and relevant data.**  
**Benchmark: Completed by 2015.**

**SBOE Objective C: Administrative Efficiencies – Support the Idaho State Board of Education’s efforts to create cross-institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.**

- **Performance Measure: Number of collaborative projects and amount of cost savings.**  
**Benchmark: TBD (SBOE Benchmark)**

**Objective D: Increase LCSC’s use of distance learning to improve efficient use of resources.**

- **Performance Measure: Fall end-of-term duplicated headcount for students enrolled in web, hybrid, and lecture/web-enhanced courses**

**Benchmark: 7,600**

**Key External Factors**  
**(Beyond control of Lewis-Clark State College):**

**Funding:**

Historically, Lewis-Clark State College strategic goals and objectives assumed on-going and sometimes significant additional levels of State legislative appropriations provided through the SBOE. The reduced availability of State revenues (for appropriation), gubernatorial, and legislative support for some initiatives has had an impact. Lewis-Clark State College has addressed the funding issues through the institution's planning process and has ensured that core functions of the College have been preserved.

**Legislation/Rules/Policy:**

Beyond funding considerations, many education policies are embedded in State statute, rule, or SBOE policy and not under the control of LCSC.

**Federal Government:**

A great deal of educational funding is provided by the federal government. Funding for higher education is subject to congressional and executive support. The requirements of HEOA (2008) will require additional costs to comply with expanded reporting requirements.

**Economy:**

Historically, weak economic performance indicators have translated into increased student numbers. The decline in the availability of well-paying jobs will lead many potential students to choose education over employment. This will further challenge institutional resources. Additionally, many of those students entering LCSC as a result of poor economic performance will require financial assistance and close advising to sustain their enrollment.

Successful transition to the workforce is not just a reflection of the quality of educational programs but also a function of the availability of jobs. The prevailing economic climate will adversely impact the percentage of LCSC graduates who find employment.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
APRIL 20-21, 2011**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>BOISE STATE UNIVERSITY – APPROVAL OF FULL PROPOSAL: MASTER'S OF SCIENCE DEGREE IN STEM EDUCATION</b>	Motion to Approve
<b>2</b>	<b>IDAHO STATE UNIVERSITY – APPROVAL OF NOTICE OF INTENT: DISCONTINUANCE OF THE DENTAL LAB TECHNICIAN PROGRAM</b>	Motion to Approve
<b>3</b>	<b>UNIVERSITY OF IDAHO – APPROVAL OF FULL PROPOSAL: MASTER'S OF SCIENCE DEGREE IN ATHLETIC TRAINING</b>	Motion to Approve
<b>4</b>	<b>UNIVERSITY OF IDAHO – APPROVAL OF NOTICE ON INTENT: EXPANSION OF CURRENT PROFESSIONAL PRACTICES – DOCTOR OF EDUCATION</b>	Motion to Approve
<b>5</b>	<b>UNIVERSITY OF IDAHO – APPROVAL OF NOTICE OF INTENT: RESTRUCTURE AND CONSOLIDATION OF THE DEPARTMENT OF MICROBIOLOGY, MOLECULAR BIOLOGY, AND BIOCHEMISTRY</b>	Motion to Approve
<b>6</b>	<b>FIRST READING, PROPOSED AMENDMENTS TO BOARD POLICY III.I., ROLES AND MISSIONS</b>	Motion to Approve
<b>7</b>	<b>FIRST READING, PROPOSED AMENDMENTS TO BOARD POLICY III.Z., DELIVERY OF POSTSECONDARY EDUCATION – PLANNING AND COORDINATION OF ACADEMIC PROGRAMS AND COURSES</b>	Motion to Approve

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 20-21, 2011**

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**8 DUAL CREDIT**

Motion to Approve

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval of Full Proposal to offer a New Academic Program – Master of Science in STEM Education

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University proposes a new on-campus graduate program leading to the degree of Master of Science in STEM Education (STEM: Science Technology Engineering Mathematics). The proposed program will be offered through the Department of Curriculum, Instruction, and Foundational Studies in the College of Education.

The new program will serve the following purposes:

1. Help address the state and regional need to meet increased high school requirements. The Board increased graduation requirements in math and science from two years of math and two years of science, to three years of math and three years of science. Increasing the number of required STEM courses will require additional secondary STEM teachers and will require teaching more courses at a higher level. The proposed M.S. in STEM Education will help produce additional secondary STEM teachers by providing enough subject area coursework to provide STEM endorsements in math and science for those individuals who were previously a few courses short of endorsement, while enhancing the quality of their preparation to teach STEM content.
2. Help to increase state and regional postsecondary success. The number of students currently pursuing and completing postsecondary education in Idaho is significantly below the national level. The quality of secondary school teachers will directly affect the likelihood that high school graduates will go on to college. In addition, that quality will strongly affect the success of high school graduates who do enroll in college. The proposed program will help to increase the quality of STEM teachers through coursework that will improve STEM related pedagogy, content coursework that will increase depth of STEM understanding, and connect them to the broader STEM education community (at state, regional, and national levels).
3. Provide advanced educational opportunities for local teachers. The proposed program will provide an advanced degree option in education to meet the needs of educators who otherwise must relocate or seek on-line degrees outside of Idaho to pursue a graduate education in STEM education.

Christina Linder, Director of Certification and Professional Standards with the Idaho State Department of Education, recently shared her support of the program in an email that states, in part,

*"I can speak in support of these programs on a few levels. Though they do not specifically address certification or propose an endorsement area, this curriculum could realistically increase the number of teachers who could qualify for additional math or science endorsements as a result of completing the degree program. As you are well aware we are currently facing a shortage of math and science teachers across the state, and anticipate that it will only grow larger over the next few years. Any new pathway that addresses this need is most welcomed.*

*Additionally, the programs being proposed could serve as the content core for the STEM Consulting Teacher endorsement that we are currently developing. As we move toward greater STEM literacy for our K-12 students, we anticipate a great need for "coaches" who will be able to impact teacher practice at the local level. The curriculum outlined above is consistent with what we have sketched out so far - in terms of the content competencies that would be required."*

## **IMPACT**

The proposed program will have a relatively small fiscal impact. The costs associated with this proposal are outlined in the budget and mainly represent faculty effort that would be re-allocated to the new program. All courses are currently being taught and no new courses will need to be created.

## **ATTACHMENTS**

Attachment 1 – Full Proposal, including letters of support

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## **STAFF COMMENTS AND RECOMMENDATIONS**

Boise State University's proposed Master of Science in STEM Education projects enrollment to be based predominately on new students. The requisites to the graduate courses would effectively require a BS/BA in a STEM field and experience or interest in K-12 education.

Currently, there are no comparable STEM degree offerings at the University of Idaho or Idaho State University. There is a Master of Science in Science Education at Montana State University and the University of Washington, which currently attract Idaho students. There are a few universities that offer STEM education nationwide, such as Illinois State University, Virginia Tech, and the University of Maine.

While the proposed M.S. in STEM Education will not lead to certification, it will provide a new pathway in preparing and producing more needed teachers in math and science.



**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 20-21, 2011**

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In addition to the creation of this new program, Boise State University has requested the discontinuation of their existing M.S. in Earth Science under a separate request, which is being reviewed in tandem with this full proposal. There were no identified savings in the discontinuation as all courses will continue being taught.

Board staff and CAAP recommend approval as presented.

**BOARD ACTION**

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

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

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**IDAHO STATE BOARD OF EDUCATION**  
**ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION**  
**FULL PROPOSAL**

Submitted by:

**Boise State University**

\_\_\_\_\_  
 Institution Submitting Proposal

**College of Education**

\_\_\_\_\_  
 Name of College, School, or Division

**Department of Curriculum Instruction,  
 Foundational Studies**

\_\_\_\_\_  
 Name of Department(s) or Area(s)

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

**Master of Science in STEM Education**

\_\_\_\_\_  
 Degree/Certificate & 2010 CIP

*CIP 13.1312, B.1316, 13.1399*

\_\_\_\_\_  
 Program Change, Off-Campus Component

*Spring 2011 Fall 2011 PS*

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

This proposal has been reviewed and approved by:

*Deane Boothe* *10/26/10*  
 College Dean (Institution) Date

*Shay Pearson* *11/22/10*  
 Chief Fiscal Officer (Institution) Date

*Ms. [Signature]* *11/19/10*  
 Chief Academic Officer (Institution) Date

*[Signature]* *11/24/11*  
 President Date

*John R. Pelton* *18 Nov 2010*  
 VP Research and/or Graduate Dean Date

*[Signature]* *3/23/11*  
 Chief Academic Officer (OSBE) Date

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

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

To contribute to the university's strategic vision to become a Metropolitan Research University of Distinction, the Department of Curriculum Instruction Foundational Studies proposes to implement a new on-campus graduate program leading to the degree of Master of Science in STEM Education (*STEM*: Science Technology Engineering Mathematics) as detailed below:

The specific academic aims of the new program will be:

- Provide an advanced degree in STEM for the Boise metropolitan area and southwest Idaho to ensure a highly prepared educator workforce.
- Provide an advanced degree option in education to meet the needs of educators who otherwise must relocate or seek on-line degrees outside of Idaho to pursue a graduate education in STEM education.
- Provide a unified and predictable set of graduate course offerings in STEM education that will be of utility to our students, the department, the university, and the greater K-12 educator community.

A number of broader academic aims will also be addressed by this effort:

- To increase the overall profile of STEM education in Idaho.
- To specifically enhance the department's strength to support the study of materials STEM and of the methods, issues and opportunities associated with the related curriculum.
- To establish a graduate culture across the university to ensure full and efficient participation of STEM faculty in the university's planned programs to support continuing professional development of teachers of science technology, engineering, and mathematics, and to contribute to the university's emphasis on interdisciplinary research and teaching.
- To create an opportunity for teachers to achieve a master degree in STEM education while adding additional endorsements in STEM education which will address the shortage of STEM teachers in Idaho

The MS STEM Education degree program will provide broad program content for teachers seeking a Master of Science, program and course selection flexibility, and a wide diversity of education pedagogy. The degree would expand the potential candidate pool, attracting K-12 teachers from Science, Technology, Engineering, and Math (STEM) disciplines. Our intent is to offer a program that is consistent with the degree name that will enhance the capacity to provide in-service STEM teachers with a degree program that is consistent with current STEM education developments.

The MS in STEM Education will:

- Not lead to a teaching certificate;
- Provide a context for a broad range of STEM teacher professional development;
- Maintain flexibility to accommodate the working K-12/education professional;
- Leverage existing courses as a means for meeting individual program needs;
- Develop and offer a set of STEM Education seminar courses that will be offered on a rotating basis dictated by interest and demand.
- Take advantage of internet/hybrid courses when available and applicable. Boise State has been a very active member of the WICHE Internet Course Exchange (ICE) program, with leadership coming from

the Boise State Dean of Extended Studies. We have submitted several grant proposals in collaboration with WICHE ICE and view the ICE as an opportunity for accessing online courses that are appropriate for our MS STEM education students. Therefore, we envision continuing our collaboration with other ICE institutions to develop or leverage courses that can serve our MS STEM Education students.

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

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

NCATE Accreditation: The College of Education has successfully attained accreditation from the National Council for the Accreditation of Teacher Education, achieving standards in all areas including assessment and interdisciplinary collaboration. Those same high standards will be applied to the proposed graduate program.

Curriculum Design: The curriculum for the proposed program will be consistent with those found in similar MS STEM Education, MS Math Education and MS Science Education programs throughout the nation. The program will require a total of 33 credits, including a thesis representing original research that is defended in a public setting before the members of the student's supervisory committee.

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

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

In addition to the formal manifestations of quality listed above, the STEM college and department chairs of Boise State University have indicated their willingness to collaborate. This collaboration is endorsed by the College of Education University as an excellent means for providing stronger ties among colleges and departments involved in STEM education.

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

The curriculum for the Master of Science in STEM Education is targeted towards in-service teachers and stresses current developments in the STEM (Science, Technology, Engineering, and Mathematics) disciplines. Note that we envision educational research being emphasized throughout the curriculum and integrated in all education and STEM pedagogy courses. We do not consider educational research to be an isolated emphasis but rather a philosophical thread guiding all educational and pedagogical decisions. In addition to subject matter knowledge, emphasis is placed on STEM pedagogy and educational research.

Because of the varied backgrounds of candidates, the student's degree program can be designed to allow flexibility in choosing course offerings. Special Topics courses and seminars are frequently offered,

expanding the program choices. Programs of study for each student are designed in consultation with the STEM Education Graduate Program Coordinator.

The proposed MS in STEM Education program is structured to maximize coursework flexibility for students, particularly K-12 STEM educators. Out of the 33 required program credits, 16 credits are from specific required courses. Seven of these credits are to be taken from four graduate level core courses in the CIFS Department. The additional nine required credits come from the thesis project (6 credits) and ED-CIFS 503 *Fundamentals of Educational Research* (3 credits). The remaining 17 credits for the program are to come from courses that are “planned by the student and the graduate advisor.”

**Table 1: Degree Requirements for Master of Science in STEM Education**

Master of Science in STEM Education	
Course Number and Title	Credits
<b>Required courses:</b> <b>Graduate Core (REQUIRED):</b> ED-CIFS 506 Issues in Education ..... 4 <b>Select one of the following:</b> ED-CIFS 536 Curriculum Planning and Implementation..... 3 ED-CIFS 537 Instructional Theory..... 3 ED-CIFS 505 Philosophy of Education..... 3	7
Science, Math, or Engineering Education and Content Area Courses (In compliance with BSU graduate degree policy no more than 9 hours upper-division undergraduate non-education credits may be applied towards this Master of Science degree. No workshop credits may be applied here.) All course work must be approved by graduate student’s committee and advisor.	14
Approved Electives	3
ED-CIFS 503 Fundamentals of Educational Research..... 3	9
ED-CIFS 593 Thesis ..... 6	
<b>TOTAL</b>	<b>33</b>

### Graduate Education Curriculum

#### **ED-CIFS 503 FUNDAMENTALS OF EDUCATIONAL RESEARCH (3-0-3)**

(F/S/SU). This course will introduce students to the elements of experimental and non-experimental research designs. Instruction in using research resources and interpreting statistics will be given and students will analyze current research related to education. Students will learn how to develop a research proposal and will write a scholarly research paper.

**ED-CIFS 505 PHILOSOPHY OF EDUCATION (3-0-3)(S,SU).** Students will analyze and evaluate past and contemporary philosophies and the values derived from them as they apply to education. A formal paper will be required.

**ED-CIFS 506 ISSUES IN EDUCATION (4-0-4)(F/S/SU).** Historical and contemporary social, economic, and organizational issues influencing education. Includes readings, presentations by members of the educational community, and discussions.

**ED-CIFS 511 ASSESSMENT AND EVALUATION (3-0-3)(F/S).** Investigates formal and informal assessments of student, class, district, state, and national performance and achievement, and evaluation using appropriate standards. Practical applications creating relevant assessments of classroom learning are emphasized.

**ED-CIFS 521 CREATIVITY AND CRITICAL THINKING SKILLS (3-0-3) (F/S/SU).** Definition, identification, and facilitation of creativity and critical thinking skills. Topics may include overview, cognitive development, related brain research, assessment instruments, creative people, processes, and conditions for fostering creativity and models of critical thinking including creative problem solving. Demonstration of competency in identifying fostering, assessing, demonstrating, and describing programs that foster creativity and critical thinking are required. PREREQ: PSYC 101 and ED-CIFS 203 or ED-CIFS 302 or ED-CIFS 538, or PERM/INST.

**ED-CIFS 531 ADVANCED PRACTICES AND PRINCIPLES IN TEACHING ELEMENTARY SCHOOL MATHEMATICS (3-0-3)(S).** Emphasis on creative methods and strategies for teaching elementary school mathematics. Also includes a review of current research, curriculum trends and exploration of experimentation with unique materials for teaching mathematics.

**ED-CIFS 533 ADVANCED PRACTICES AND PRINCIPLES IN TEACHING ELEMENTARY SCIENCE (3-0-3)(F).** Current practices and principles in modern elementary science concepts are developed. Emphasis is placed on the selection and organization of content and experimental activities.

**ED-CIFS 535 SECONDARY SCHOOL SCIENCE METHODS (3-0-3)(F/S).** Students will examine local, state and national science curricula and standards. Students will use a variety of materials and methods, including appropriate instructional technologies, to develop science lessons which help all learners to develop scientific inquiry skills, an understanding of the nature of science and critical understanding of selected science concepts and procedures. students will also analyze current science educational journal articles and research. PREREQ: Admission into Graduate Teacher Certification and ED-SPED 550. COREQ: ED-LTCY 544 and ED-CIFS 561.

**ED-CIFS 536 CURRICULUM PLANNING AND IMPLEMENTATION (3-0-3)(F/S/SU).** This is a general course for practicing teachers intended to give them a foundation in curriculum theory and practice. They will develop an understanding of how curriculum is developed, organized, implemented and evaluated. Current issues and trends in curriculum with some historical perspective will be explored.

**ED-CIFS 537 INSTRUCTIONAL THEORY (3-0-3)(F/S/SU).** This course includes investigations of research and theory about educational contexts, motivation, learning and development as they relate to models of instruction. Students will develop skills in selecting appropriate instructional models to achieve specific purposes in a variety of educational settings.

**ED-CIFS 550 SEMINAR ON TEACHING AND LEARNING (3-0-3)(S).** This hybrid seminar, consisting of campus and on-line discussion, will focus on synthesizing field experiences. Teaching as decision-making, teacher inquiry, classroom learning environments, employment preparation, adaptation of instruction, collaboration, and legal issues affecting classrooms will be addressed. PREREQ: Admission to Graduate Certificate in Secondary/K-12 Teaching or PERM/INST.

**ED-CIFS 650 ANALYSIS OF RESEARCH PERSPECTIVES (3-0-3) (F/S/ SU).** Overview and critical analysis of research paradigms. Assumptions, standards, and methods for critiquing, generating and communicating interpretations. PREREQ: ED-CIFS 503 or equivalent.

**ED-CIFS 651 INTERMEDIATE STATISTICS IN EDUCATIONAL RESEARCH (3-0-3)(F/S/SU).** Parametric and nonparametric statistical procedures commonly used in educational research, including analysis of variance, analysis of covariance, chi square, and multiple regression. Data analysis and interpretation procedures via computer-based statistical packages. PREREQ: ED-CIFS 650 and an introductory course addressing inferential statistics.

**ED-CIFS 652 QUANTITATIVE APPROACHES TO RESEARCH (3-0-3) (F/S/SU).** Appropriate research designs and data analysis techniques in quantitative research and related design and measurement issues. Conduct a quantitative study. PREREQ: ED-CIFS 651.

**ED-CIFS 653 QUALITATIVE APPROACHES TO RESEARCH (3-0-3) (F/S/ SU).** Qualitative methods in educational research. Analysis of various approaches to qualitative research, including case studies and biographical, phenomenological, ethnographic, interactional, and critical analyses. Conduct a qualitative study. PREREQ: ED-CIFS 650.

**ED-CIFS 660 LEARNING AND COGNITION (3-0-3)(F/S/SU).** Learning theories and processes with emphasis given to cognitive and situated learning. PREREQ: Graduate status.

**ED-CIFS 661 PEDAGOGICAL PRACTICES IN EDUCATION (3-0-3) (F/S/ SU).** Pedagogical practices and professional development including social, political, cultural and historical influences, and practices of instructional leadership. PREREQ: ED-CIFS 537.

**ED-CIFS 662 CURRICULUM (3-0-3)(F/S/SU).** Students will focus on major theories, research bases, and significant societal factors in school curricula. The course will include historical and philosophical foundations of curricular development; analysis of factors and issues influencing curricular determinations, including cultural influences and technological contributions; and consideration of likely future curricular evolution. PREREQ: ED-CIFS 536 or equivalent.

**ED-CIFS 663 EVALUATION (3-0-3)(F/S/SU).** Methods of evaluation with emphasis on making judgments about such educational issues as school effectiveness, individual performances, and other educational endeavors. Ethical issues in assessment and evaluation and analysis of social, cultural, and political influences affecting assessment and evaluation procedures. PREREQ: ED-CIFS 651 and ED-CIFS 653.

**ED-CIFS 664 SEMINAR IN CURRICULUM AND INSTRUCTION (3-0-3) (F/S).** In this culminating seminar, students will synthesize their learning from prior course work and field experiences and examine educational issues relevant to their respective professional careers. PREREQ: ED-CIFS 660 and ED-CIFS 662.



Note regarding prerequisites for education courses: We will require applicants to have a undergraduate degree, a typical requirement for a graduate program. So in effect, for all students in the program, one prerequisite for all of the above courses is admission to the proposed graduate program. Use of such a broad prerequisite allows us to be flexible in accommodating the wide range of individuals who may want to participate in the program. Those individuals include (i) many K-8-endorsed teachers, who teach exclusively in STEM, (ii) secondary teachers with non-STEM endorsements that may teach STEM courses as part of their workload, and (iii) STEM-endorsed teachers. We do not want to exclude any of these groups from the potential pool of applicants to our MS STEM Ed program.

### STEM Content Coursework

Students will select STEM content coursework from the numerous existing STEM courses that are offered as part of the general curriculum. Courses could be selected from the offerings by the following departments

- Biological Sciences
- Chemistry and Biochemistry
- Geosciences
- Physics
- Mathematics
- Computer Science
- Philosophy
- Material Science and Engineering
- Mechanical and Biomedical Engineering
- Civil Engineering
- Electrical and Computer Engineering
- Instructional and Performance Technology

Students will not be limited to enrolling in courses offered in these departments. The dynamic nature of the curriculum necessitates that we maintain the flexibility to consider other opportunities and course offerings that are consistent with the needs and interests of the students and meet the requirements of the MS in STEM Education program.

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

Six official faculty members (tenured and tenure-track) from the Department of Curriculum Instruction Foundational Studies will participate in providing the required courses for the program. All six faculty members are active researchers, have published in national and international journals, and have received funding of their research through grants and contracts. The official faculty participants are as follows:

**Louis Nadelson, Ph.D.**, University of Nevada, Las Vegas 2007, Assistant Professor. STEM education, inquiry, assessment, misconceptions, conceptual change, teacher professional development, math and science methods.

**Jonathan Brendefur Ph.D.**, University of Wisconsin—Madison 1999, Professor. Mathematics education, teacher professional development, cognition, instructional practices.

**Keith Theide, Ph.D.**, University of Washington, 1994, Professor. Metacognition, research methods, cognition, statistics and measurement.

**Jennifer Snow Ph.D.**, The Pennsylvania State University. May 2003, Associate Professor. Teacher professional development, teacher leadership, curriculum and instruction.

**Richard Osguthorpe, Ph.D.**, University of Michigan, 2005, associate professor. Teacher professional development, teacher leadership, educational foundations.

**Ted Singletary, Ph.D.**, University of Illinois, Urbana-Champaign, 1981, professor. Research methods, science teaching methods, environmental education.

Additional STEM faculty will be involved as students in the program select their courses as electives or courses of interest. Given the flexibility of the program and the potentially wide distribution of courses that students take in the program, it would not be possible to list all of the faculty that could potentially be involved in the program or teach relevant courses. The additional faculty would be drawn from the following departments:

- Biological Sciences
- Chemistry and Biochemistry
- Geosciences
- Physics
- Mathematics
- Computer Science
- Philosophy
- Material Science and Engineering
- Mechanical and Biomedical Engineering
- Civil Engineering
- Electrical and Computer Engineering
- Instructional and Performance Technology

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

Students will be recruited from the regional K-12 STEM education community (e.g. teachers, administrators, and educational specialist) and from those in the region that are interested in expanding their knowledge of K-20 STEM education. As noted above, our program may appeal to many K-8-endorsed teachers who teach exclusively in STEM and secondary teachers with non-STEM endorsements that may teach STEM courses as part of their workload.

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

The MS STEM Ed program will require the administrative resources consistent with those necessary to support students enrolling in other College of Education graduate degree programs. The College of Education support staff that currently assist with the existing college graduate programs will be utilized at an anticipated increase of .02 FTE for a departmental administrative assistant.

The current library holdings and remote services provide for the fundamental needs of the proposed program.

No additional equipment or instruments are necessary to support the proposed program.

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

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

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

A search of the degree offerings at University of Idaho, and Idaho State University has revealed there are no other comparable programs offered by Idaho public institutions of higher education. There are Master of Science in Science Education programs at Montana State University and University of Washington that are attracting students from Idaho to their programs. However, for STEM education there are a very limited number nationwide with programs found at Illinois State University, Virginia Tech, and the University of Maine,

The rather limited number of MS in STEM Education programs being offered nationwide reflects the recent emergence of STEM education as a graduate degree emphasis and the need for such programs in the state and region. Further, Boise State views an MS in STEM Education as an avenue for fulfilling their commitment to the National Science Foundation-funded Science Math Teacher Imperative initiative which has the objective to advance teacher preparation and continuing education in STEM education to increase the quantity, quality, and diversity of K-12 STEM education teachers.

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

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

Boise State University "*offers a variety of masters and select doctoral degrees.*"

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

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

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

the proposed program, faculty and students engaged in the MS Stem Education will actively engage in all of these strategies.

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

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

### *National Need for More STEM educators of Higher Quality:*

We are responding to the call from the National Science Foundation (NSF) to address STEM education. From the NSF National Science Board (2009):

“Over the last decade, the National Science Board has produced studies and sponsored broad ranging national discussions among stakeholders in STEM education to identify critical. The Board is composed of 25 Presidentially-appointed, Senate-confirmed Members, including the Director of the National Science Foundation, representing the broad U.S. science and engineering community. In addition to serving as the policy board of the National Science Foundation, the Board also serves as a national science and engineering policy advisory body to the President and Congress. In this latter role, the Board recommends to the new Administration a series of actions that would be especially effective in addressing critical problems of U.S. precollege STEM education.”

Through the National Science Board the NSF states:

“We urge the new Administration to seize the opportunity provided by this special moment in history and mobilize the Nation to support the development of high quality STEM knowledge and skills for all American students. It is essential that we act now to ensure all of our children and American society as a whole can continue to prosper in the 21st century technology-based economy.” (NSF, 2010)

The Obama administration responded to this call and has released a long term STEM education plan entitled Changing the Equation, which calls for increasing the quality and quantity of K-12 STEM educators. The degree program directly addresses this call to action.

### *State and Regional Need to Meet Increased High School Requirements*

The State Department of Education has increased graduation requirements in math and science. Whereas previously a student could graduate with 2 years of math and 2 years of science, they will now be required to graduate with 3 years of math and 3 years in science. Increasing the number of required courses will require additional STEM teachers. In Fall 2009 we conducted a needs assessment (current and 5 year projection) of the secondary math and science teacher needs for Idaho. Approximately 60% of Idaho's 300 secondary school principals responded to our invitation to participate. Our results indicate that there is a projected need for about 430 science and 520 math teachers in the next 5 years because of increases in graduation requirements in math and science, increased enrollment, attrition of teachers, and increased demand due to greater career and societal emphasis on STEM. Please see attached document for additional information on this survey. The proposed MS STEM Education program will help to produce additional STEM teachers by providing enough subject area coursework to provide STEM endorsement for those individuals who were a few courses short of endorsement while enhancing the quality of their preparation to teach STEM content.

Increased math and science requirements will require the teaching of more courses at a higher level, and that increased depth of coursework will require an increase in the depth of content knowledge of our STEM teachers. The subject area coursework in the proposed program will provide increased depth of content knowledge for those enrolled in the program who are already teaching STEM in our secondary schools.

#### *State and Regional Need to Increase Post-secondary Success*

Currently, the number of students pursuing and completing post-secondary education Idaho is significantly below the national level. The quality of our secondary school teachers will directly affect the likelihood that high school graduates will go on to college and that quality will strongly affect the success of our high school graduates who do enroll in college. The proposed program will help to increase the quality of our STEM teachers through coursework that will improve STEM related pedagogy, content coursework that will increase depth of STEM understanding, and connect them to the broader STEM education community (at state, regional and national levels).

#### *Regional Interest in the Program*

Several lines of evidence indicate that there is substantial interest in the program in the region.

1. Direct inquiries to math and science teachers attending a state-wide ISTA ICTM joint conference revealed over 70% of those responding expressing their interest and desire to pursue graduate studies in the Boise area.
2. To determine the viability of a MS in STEM Education a brief survey was developed and distributed to STEM educators in the Meridian, Emmett, and Boise school districts. Results indicate interest in a MS in STEM Education degree program with 38 of the 51 responding teachers indicating. Additional information garnered from the surveys revealed that the time of year that courses are offered is not a constraint for many, but many also indicated that they would prefer to take week-long intensive courses that were offered during the summer. The results of that survey are appended. Analysis of the survey data and subsequent follow-up with interested candidates indicates:
  - a. There are a sufficient number of teachers in the immediate area of Boise State that would be interested in enrolling in a MS in STEM Education program to warrant its support;
  - b. Conversations with several interested teachers indicate that the Master of Science is preferred and more highly regarded among STEM teachers than a Master of Arts.
3. 12 recent Boise State graduates with endorsements in STEM education indicated that they would enroll in a MS STEM Education program at BSU.
4. Additional inquiries of school and district administrators and curriculum directors have revealed interest in the MS STEM Education as a means of addressing staffing issues in STEM related positions in K-12 schools. Our program would increase the number of STEM teachers through educational opportunities that enhance both their pedagogical knowledge and content knowledge
  - b. **Students – explain the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution.**

During the first five years of the program we expect that most (85%) of prospective students to be fulltime teachers living and working within commuting distance to Boise State University. The remaining 15% of

students are expected to be part time employees and full time students. Documentation on teacher interest is provided in the supporting material showing that more than sufficient demand for the proposed program. We expect numerous teachers will make use of the courses we plan to offer. The following table details the number and source of students. The numbers are projections for five years after the program has been implemented. In summary, we expect to provide educational opportunities for approximately 15 students every year.

Student Type	Students per year
MS In STEM Ed (Part Time)	10 - 15
MS in STEM Ed (Full Time)	1-5
Non-degree seeking students or other students	0-5

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

Projected enrollment is expected to be entirely based on new students to the program as the requisites to the graduate courses would effectively require a BS/BA in a STEM related field and experience or interest in K-12 education.

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

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

## 6. Resources – fiscal impact and budget

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

### I. PLANNED STUDENT ENROLLMENT

	FY 11		FY 12		FY 13	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	3	6	4.5	8	7.5	11.00
B. Shifting enrollments	2	4	2	4	2	4

## II. EXPENDITURES

Because the MS in STEM Education is essentially replacing the MS in Earth Science Education, no additional resources will be required: all courses presently being taught will continue to be taught and no new courses will be required.

	FY 2011		FY 2012		FY 2013	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs						
1. Faculty	0.4	\$24,000	.52	\$31,200	.76	\$45,600
2. Administrators						
Program Coordinator	.1	\$5000	.1	\$5000	.1	\$5000
Administrative Asst	.02	\$800	.02	\$800	.02	\$800
3. Adjunct faculty	0	0	0	0	0	0
4. Graduate/instructional assistants	0	0	0	0	0	0
5. Research personnel	0	0	0	0	0	0
6. Support personnel						
7. Fringe benefits		\$7200		\$9360		\$13,680
8. Other: _____	0	0	0	0	0	0
<b>Total FTE Personnel And Costs;</b>	0.52	\$37,000	0.64	\$46,360	0.88	\$65,080

	FY 2011		FY 2012		FY 2013	
B. Operating expenditures						
1. Travel	0		0		0	
2. Professional services	0		0		0	
3. Other services	0		0		0	
4. Communications	0		0		0	
5. Utilities	0		0		0	
6. Materials & supplies	\$500		\$500		\$500	
7. Rentals	0		0		0	
8. Repairs & maintenance	0		0		0	
9. Materials & goods for manufacture & resale	0		0		0	

10. Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total Operating Expenditures:</b>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>
C. Capital Outlay			
1. Library resources	<u>0</u>	<u>0</u>	<u>0</u>
2. Equipment	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital Outlay:	<u>0</u>	<u>0</u>	<u>0</u>
D. Physical facilities			
Construction or major	<u>0</u>	<u>0</u>	<u>0</u>
Renovation	<u>0</u>	<u>0</u>	<u>0</u>
E. Indirect costs (overhead)	<u>0</u>	<u>0</u>	<u>0</u>
<b>GRAND TOTAL EXPENDITURES:</b>	<u>\$37,500</u>	<u>\$46,860</u>	<u>\$65,580</u>

## III. REVENUES

	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>
A. Source of funds			
1. Appropriated funds --			
Reallocation -- MCO	<u>\$37,500</u>	<u>\$46,860</u>	<u>\$65,580</u>
2. Appropriated funds --	<u>0</u>	<u>0</u>	<u>0</u>
New -- MCO			
3. Federal funds	<u>0</u>	<u>0</u>	<u>0</u>
4. Other grants	<u>0</u>	<u>0</u>	<u>0</u>
5. Fees	<u>0</u>	<u>0</u>	<u>0</u>
6. Other: _____			
<b>GRANT TOTAL REVENUES:</b>	<u>\$37,500</u>	<u>\$46,860</u>	<u>\$65,580</u>
	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>
B. Nature of Funds			
1. Recurring*	<u>\$37,500</u>	<u>\$46,860</u>	<u>\$65,580</u>
2. Non-recurring**	<u>0</u>		
<b>GRANT TOTAL</b>			



REVENUES:                      \$37,500                      \$46,860                      \$65,580

\* 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.

**FY2011**

Name, Position and Rank	Annual Salary Rate	FTE Assigned to the Program	Program Salary Dollars	Projected Student Credit Hours	FT Students
Louis Nadelson, Assistant Professor	\$50,000	.15	7,500.00	15	1.25
Richard Osguthorpe, Associate Professor	\$55,000	.05	\$2,750.00	12	1
Jennifer Snow, Associate Professor	\$60,000	.05	\$3,000.00	8	.67
Keith Thiede, Professor	\$70,000	.05	\$3,500.00	5	.42
Jonathan Brendefur, Professor	\$70,000	.05	\$3,500.00	5	.42
Ted Singletary Assistant Professor	\$75,000	.05	\$3,750.00	15	1.25

Determined using the following algorithm, using 60% of time allocated to teaching:  
(Full salary\*.6/number of students) \* Number of MS STEM Ed Students

**FY2012**

Name, Position and Rank	Annual Salary Rate	FTE Assigned to the Program	Program Salary Dollars	Projected Student Credit Hours	FT Students
Louis Nadelson, Assistant Professor	\$50,000	.195	9,750.00	19.5	1.63
Richard Osguthorpe, Associate Professor	\$55,000	.065	3,575.00	15.6	1.30
Jennifer Snow, Associate Professor	\$60,000	.065	3,900.00	10.4	.87
Keith Thiede, Professor	\$70,000	.065	4,550.00	6.5	.54
Jonathan Brendefur, Professor	\$70,000	.065	4,550.00	6.5	.54
Ted Singletary Assistant Professor	\$75,000	.065	4,875.00	19.5	1.63

**FY2013**

Name, Position and Rank	Annual Salary Rate	FTE Assigned to the Program	Program Salary Dollars	Projected Student Credit Hours	FT Students
Louis Nadelson, Assistant Professor	\$50,000	.285	14,250.00	28.5	2.38
Richard Osguthorpe, Associate Professor	\$55,000	.095	5,225.00	22.8	1.90
Jennifer Snow, Associate Professor	\$60,000	.095	5,700.00	15.2	1.27

Keith Thiede, Professor	\$70,000	.095	6,650.00	9.5	.79
Jonathan Brendefur, Professor	\$70,000	.095	6,650.00	9.5	.79
Ted Singletary Assistant Professor	\$75,000	.095	7,125.00	28.5	2.38

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

b. Administrative Expenditures

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

Name, Position, And Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Percent of Salary Dollars to Program
Louis Nadelson, Assistant Professor, (Program Coordinator)	\$ 50,000.00	.1	\$ 5,000.00	10%
Andrea Witters, Administrative Assistant (Department Support)	\$ 40,000.00	.02	\$ 800.00	2%

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

\$500 for copies, materials, and related office supplies.

d. Capital Outlay

(1) Library resources

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

The current library holdings and remote services will provide the basic needs of the proposed program

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

N/A

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

N/A

(2) Equipment/Instruments

N/A

**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?**

None beyond those needed to maintain the existing curriculum.

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

N/A

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

N/A

## RESULTS

### Survey on Interest in Master of Science in STEM Education

*Louis S. Nadelson, Ph.D., College of Education, Boise State University*

**Directions:** Please circle the best answer (except for question #2, write in the best answer).

1. At what level is your current teaching assignment:
  - a. Elementary = 9
  - b. Middle school/Junior High School = 23
  - c. High School = 20
2. What science subjects do you teach? (Please list and specify all courses or subjects).
 

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3. Are you interested in a MS STEM Ed program?
  - a. Yes = 38
  - b. No = 13
4. Would you enroll in a MS STEM Ed program if it was offered at BSU?
  - a. Yes = 35
  - b. No = 13
5. What time of year would be best for such a MS STEM Ed program?
  - a. Fall/Spring (regular school year) = 4
  - b. Summer = 16
  - c. Both = 11
  - d. Does not matter = 18
6. Would you prefer courses that are offered:
  - a. At the beginning of summer after the school year is completed = 17
  - b. In the middle of summer = 2
  - c. Toward the end of summer before school starts again = 6
  - d. Does not matter = 23
  - e. I will not attend classes in the summer = 1
7. If you were to enroll in a MS STEM ED program what kind of course format would you prefer:
  - a. Week long all day intensive course on campus (or in the field) = 20
  - b. Five week course, meet four days a week for 2 hours each day on campus = 3
  - c. Ten week course, meet once a week for 4 hours on campus = 3
  - d. Distance education course – offered in regional locations (or in the field) = 3
  - e. On-line – courses are Internet based = 6
  - f. Does not matter = 13

## Secondary School Needs for Math and Science Teachers

Fall 2009

Prepared by Louis Nadelson, Ph.D., Kristine Barney, M.A., and Barbara Morgan, Sc.D.  
Boise State University

### Background

There is a general perception and agreement that a shortage of qualified k-12 math and science teachers exists (Augustine, 2005). Yet, accurate data that details the extent of the shortage and demand for math and science teachers is fragmented (Association of Public and Land-grant Universities [APLU], 2009). In response to the perceived shortage and the need for accurate data, Boise State University teamed with the Idaho State Department of Education to survey all secondary principals in Idaho regarding their current and anticipated openings for math and science teachers.

### Method

We identified the anticipated issues, variables of interest, and the data that might be most useful. Our intent was to balance the need for detailed data of interest while maintaining brevity. We formulated questions and had several educators and researchers review our product.

Modifications were made based on feedback, and our final product contained 11 questions that assessed school size, district location (urban, suburban, rural), school structure (middle school high school, 6-12, etc), current math and science teacher needs, numbers of math and science teachers currently working outside of their endorsements, and anticipated math and science teacher needs in the next 5 years.

Data collection took place on-line using the Zoomerang survey website interface. A request to participate was e-mailed to all the secondary school principals in Idaho using the mailing list of Idaho Secondary School Principals provided on the Idaho State Department of Education website ([http://www.sde.idaho.gov/site/mailling\\_list/index.htm](http://www.sde.idaho.gov/site/mailling_list/index.htm)). An e-mail cover letter sent from Superintendent Luna's office on Oct 15<sup>th</sup>, 2009 informed the principals of the survey purpose, invited them to participate, and included a link to the Zoomerang based survey. One week later we sent a second request for participation. We closed the survey after two weeks on October 30, 2009.

### Results

#### Demographics:

Approximately 60% of Idaho's 300 secondary school principals responded to our invitation to participate. In each of the following data tables we present our respondent's data and the predicted distributions extrapolated from the data to represent 100% of Idaho's secondary schools.

Table 1.

## The Distribution of Secondary School Community Settings

Community Setting	Measured	Extrapolated
Rural	119	204
Suburban	40	69
Urban	13	22
Virtual	3	5
Total	175	300

This indicates that the majority of respondents were from rural communities.

Table 2.

## The Classifications of Secondary Schools

Classification	Measured	Extrapolated
High School	64	110
Junior High School	26	45
Middle School	47	81
6-12 School	21	36
K-12 School	9	15
Virtual/Alternative School	4	7
Charter School	4	7
Total	175	300

These data indicate that most of the respondents were from high schools.

Table 3.

## Total Number of Mathematics and Science Teachers for Idaho

Discipline	Measured	Extrapolated
Mathematics:	794	1361

Science:	695	1191
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This is baseline data indicating the number of math and science teachers in Idaho.

Table 4.

Current Math and Science Teacher Needs

Discipline	Measured	Extrapolated
Earth Science	7.75	13
Physical Science	16.25	28
Life Science	13	22
Physics	10.3	18
Chemistry	13.25	23
Biology	8.75	15
Total Science	69.3	119
Mathematics	58	99

These are the current needs for secondary science and mathematics teachers in Idaho. These values should be considered with the caveat that answers to this survey question varied widely. This variance likely indicates that those surveyed may have interpreted the question differently from the way we intended.

Table 5

Math and Science Teacher Hires in the Next Five Years

Reason for Hiring	Math		Science	
	Measured	Extrapolated	Measured	Extrapolated
Replacement due to retirement	128.5	220	93.5	160
Replacement due to teacher leaving district	84.5	145	66.5	114
Growth	81.25	139	76	130
Other, please specify	20.5	35	15	26

<b>Total</b>	<b>314.75</b>	<b>540</b>	<b>251</b>	<b>430</b>
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These values are most likely accurate, as the items left little to interpretation. These results suggest that Idaho will likely need approximately 540 mathematics teachers and 430 science teachers in the next five years.

### **Limitations**

Through our analysis it became apparent that some of our questions seemed to be interpreted in a manner different than we intended. For example, one item which asked “What are your current needs for science teachers?” appeared to be interpreted to mean “How many science teacher positions do you have in your school?” Due to the possible misinterpretation of some items, we relied more heavily on survey questions which were less ambiguous to determine the five year projected needs. We believe the figures included in Table 5 are accurate estimates for future needs (in the next five years) of math and science teachers in Idaho.



Association of Public and Land-grant Universities (2009). *Science mathematics teacher preparation and the analytic framework*. Retrieved from:  
<http://teacherimperative.startlogic.com/smti-test/index.php/archives/743>

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 20-21, 2011**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Approval of Notice of Intent to discontinue the Dental Laboratory Technician program within the College of Technology

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.G.8. and IDAPA 55.01.02 - Section 101.02, Conditions for Reduction or Termination, Inadequate Student Enrollment.

**BACKGROUND/DISCUSSION**

Idaho State University proposes to discontinue the Dental Laboratory Technician program due to low student demand and low program enrollment. In August 2010, only three students expressed interest in enrolling in the program. For the last three consecutive years, the program has had an average of only four graduates. Of those that graduated during the last three consecutive years, only 31% were able to find employment in the dental lab field. Advances in the field of computer-controlled mechanical fabrication of dental crowns continue to erode the work that has historically been accomplished by graduates of dental lab programs.

**IMPACT**

Previous program funding is being reallocated to other programs within the College of Technology with a greater industry need.

**ATTACHMENTS**

Attachment 1 – Notice of Intent

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The Division of Professional-Technical Education has reviewed the request and recommends State Board approval. The Council on Academic Affairs and Programs has also reviewed and recommends approval.

**BOARD ACTION**

A motion to approve the request by Idaho State University to discontinue the Dental Laboratory Technician program.

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

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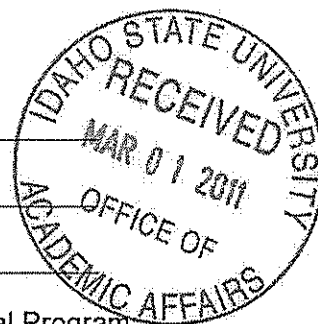
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ATTACHMENT 1

Institutional Tracking  
No. 2011-02

Idaho State Board of Education  
Academic/Professional-Technical Education  
Notice of Intent

Institution Submitting Proposal: Idaho State University  
Name of College, School, or College of Technology  
Division: \_\_\_\_\_  
Name of Department(s) or Health Occupations Department  
Area(s): \_\_\_\_\_



Indicate if this Notice of Intent (NOI) is for an Academic or Professional-Technical Program  
Academic \_\_\_\_\_ Professional - Technical X

For a New, Expanded, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one), and list the title/name:

Discontinuance of the Dental Lab Technician Program  
(Title of Degree or Certificate or Name of Unit)

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

**For New Programs:**

\_\_\_\_\_  
Program (i.e., degree) Title

\_\_\_\_\_  
CIP 2010 Code  
(consult Institutional  
Researcher/Registrar)

**For Existing Programs:**

Dental Lab Technician Program  
Program (i.e., degree) Title

\_\_\_\_\_  
CIP 2010 Code

Marilyn Davis 3/1/11  
College Dean (Institution) Date

James R. Fletcher 3/4/11  
Chief Fiscal Officer (Institution) Date

Gary A. Olson 3-4-11  
\_\_\_\_\_  
Date

Christopher Vande 3/4/11  
Chief Academic Officer (Institution) Date

Christopher Vande 3/4/11  
President Date

**For Other Instructional Activity:**

☐ Program Component  
(major/minor/option/emphasis)

☐ Off-Campus Program Activity

☐ Instructional/Research Unit

☐ Addition/Expansion

☒ **Discontinuance/consolidation**

☐ Contract Program/Collaborative

☐ Other

\_\_\_\_\_  
VP Research and/or  
Graduate Dean (as  
applicable) 3-8-11  
Ann Stephens Date  
State Administrator,  
SDPTE  
(as applicable)

\_\_\_\_\_  
Chief Academic Officer,  
OSBE Date

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

**Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance.**

1. Briefly describe the nature of the request.

Request permission to discontinue the Dental Lab Technician (DLT) Program

2. Provide a statement of need for a new program or a program modification.

- Student advisement records indicate a significant decline in student interest in the DLT program over previous years.
- In August of 2010 only 3 students presented themselves to begin another first year DLT program class that has a capacity of 8 (only 38% of capacity being thereby utilized). This first year class was cancelled until further review of the need for the DLT program could be undertaken.
- For the last three consecutive years the DLT program has had an average of 4 graduates- 5, 3, & 5 respectively. (The program has the capacity to instruct eight first year and eight second year students because of space restrictions.) This represents only a 50% use of the second year funded capacity. In 2001 the program had 8 graduates- a 100% use of the second year funded capacity.
- Of the total of 13 students who graduated from the program in the last three consecutive years combined, only 31% (less than a third) were able to find employment in the dental lab field. In 2001, 89% of the program graduates found employment in the dental lab field.
- Advances in the field of computer-controlled mechanical fabrication of dental crowns will continue to erode the work that has historically been accomplished by graduates of dental lab programs.
- The DLT program has 1.5 FTE faculty members dedicated to teaching; given the cost of required staffing, equipment and consumable supplies, the DLT program is expensive to operate, in relation to the program's small student capacity.
- Because of the status of the current qualifications of teaching staff in the DLT program, the College of Technology has had some difficulty maintaining the national accreditation of the program.
- According to the "Rules Governing Postsecondary Program Reduction or Termination" (55.01.02), "Any postsecondary professional-technical education program is subject to reduction or termination when the SBPTE finds that one (1) or more of the following conditions exist." The 1<sup>st</sup> condition is "Inadequate Job Opportunities" and the 3<sup>rd</sup> condition is "Inadequate Job Placement". These conditions are met by Bullet #4 above. The 2<sup>nd</sup> condition is "Inadequate Student Enrollment", defined as below 75% for two years. This condition is met- see chart on page 4.

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

This request is for a program discontinuation.

4. Identify similar programs offered within the state of Idaho or in the region by other colleges/universities. If the proposed request is similar to another program, provide a rationale for the duplication.

This is the only Dental Lab Technician program offered in Idaho and it is not needed.

*Revised 5/4/10*

*Page 2*

Degrees offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU	0	None	None
CSI	0	None	None
CWI	0	None	None
EITC	0	None	None
ISU			
LCSC	0	None	None
NIC	0	None	None
UI	0	None	None

Enrollment and Graduates (i.e., number of majors or other relevant data)

By Institution for the Proposed Program

Last three years beginning with the current year and the 2 previous years

Institution	Relevant Enrollment Data			Number of Graduates		
	Current	Previous Year	Previous Year	Current	Previous Year	Previous Year
BSU	-	-	-	-	-	-
CSI	-	-	-	-	-	-
CWI	-	-	-	-	-	-
EITC	-	-	-	-	-	-
ISU	5*	12*	12*	5**	3**	5**
LCSC	-	-	-	-	-	-
NIC	-	-	-	-	-	-
UI	-	-	-	-	-	-

\* Total capacity for the DLT program is 16 students (8 first year & 8 second year). 75% enrollment is viewed as an acceptable level. The average enrollment for this program over the last three years has been 60% (and falling).

\*\* Total graduating capacity for the DLT program is 8 students per year. The average number of graduates over the last three years has been 4, or only 50% of graduating capacity.

5. Describe how this request is consistent with the State Board of Education's policy or role and mission of the institution.

This program is not required for ISU to meet its role as designated by the SBOE.

6. Describe how this request fits with the institution's vision and/or strategic plan.

This program is not required for ISU to meet its vision and strategic plan. Funds will be used to support programs with a greater industry need.

Revised 5/4/10

Page 3

7. Is the proposed program in your institution's regional 8-year plan? Indicate below.

Yes \_\_\_\_\_ No X

If not on your institution's regional 8-year plan, provide a justification for adding the program.

We are requesting permission to discontinue the program.

8. List potential ways your campus can collaborate with other institutions on this program to reduce cost and expand learning opportunities in Idaho. For example, what courses, if any, can be delivered electronically by another state institution.

We are requesting permission to discontinue the program.

9. Explain how students are going to learn about this program and where students are going to be recruited from (i.e., within institution, out-of-state, internationally).

We are requesting permission to discontinue this program.



10. This section requires institutions to reference all cost savings and/or additional resources needed. (Use additional sheets if necessary.):

Estimated Fiscal Impact	FY 2012		FY _____		FY _____		Cumulative Total	
	Recurring	Non- Recurring	Recurring	Non- Recurring	Recurring	Non- Recurring	Recurring	Non- Recurring
<b>A. Expenditures</b>								
1. Personnel	-78,191.83							
2. Operating	-15,726.43							
3. Equipment								
4. Facilities								
<b>Total Expenditures</b>	<b>-93,918.29</b>							

## RSA

**TAB 2 Page 8**

Savings from this program will be used to fund other strategic priorities in the College of Technology such as the Energy Systems Technology Education Center (ESTEC) and Advanced Manufacturing, a new area being explored to meet the needs of area employers. The funds may also be used to meet state mandated budget cuts for FY 12.

**MEMORANDUM**

March 8, 2011

TO: Mike Rush  
Executive Director  
State Board of Education

FROM Ann Stephens  
Administrator



SUBJECT: Notice of Intent

In accordance with State Board policy, the enclosed Notice of Intent is forwarded for approval by the State Board for Professional-Technical Education.

The College of Technology at Idaho State University has requested to discontinue the **Dental Laboratory Technology** program due to inadequate student enrollment and inadequate job opportunities and placement.

The Division has reviewed and approved the request and recommends State Board approval. Please notify the Division office of State Board action when completed.

If you have any questions regarding the enclosed request, please let me know. Thank you.

AS/ds

Enclosures

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Approval of Full Proposal to create an Entry-Level Master of Science in Athletic Training (MSAT)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III. G. 4. a. i. (2)

**BACKGROUND/DISCUSSION**

The University of Idaho (UI) proposes to create an entry level Master's in Athletic Training (MSAT). The program consists of academic coursework focused on entry-level preparation for the profession of Athletic Training. At the conclusion of the program, successful graduates will be eligible to sit for the Board of Certification exam in Athletic Training (BOC-ATC). Graduates who pass the BOC exam will be able to practice Athletic Training. Cohorts will be initially set at a maximum of 25 students annually with plans to admit a new cohort beginning summer 2012, 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 MSAT 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 23 similar programs in the nation. Regionally, entry-level MSAT programs exist at Weber State University in Utah and at Montana State University-Billings.

**IMPACT**

The UI will reallocate existing state-appropriated funds for FY12, FY13, and FY14. During FY12 and FY13, the program director and the tenure track faculty will remain on state appropriation salaries for the academic year while they assist in planning (FY12) and first year implementation (FY13) for the program. Summer salaries will be paid from program revenues. In FY14 (year two of implementation), the program director will continue to be paid from state appropriations for the academic year while summer salaries will be paid from program revenues. A clinical coordinator and a full-time tenure-track faculty member will be hired using program revenues for FY14 to assist the program director, if enrollment targets are met. The UI anticipates that the program will

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 20-21, 2011**

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become entirely self-supported by FY15, funded by program fees charged to students in accordance with Board Policy V.R.3.b.v.

Upon approval of the MSAT, 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.

**ATTACHMENTS**

Attachment 1 – Full Proposal

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The University of Idaho's (UI) proposed program will utilize a unique delivery model similar to that of the Doctorate in Athletic Training. While the UI plans to discontinue their undergraduate program in Athletic Training, which would currently meet entry requirements for the MSAT program, it is important to note that they will continue to offer their Bachelor of Science Physical Education in Exercise Science & Health. This program would provide a seamless program for those UI students wishing to pursue the MSAT. To demonstrate the transition and potential impacts for all programs, the UI has provided a timeline located on page six of the Full Proposal.

The 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.

Board staff and the Council on Academic Affairs and Programs (CAAP) have reviewed the proposal and recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to create an entry-level Master's of Science in Athletic Training as set forth in the attached Full Academic Proposal.

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



**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 Entry-Level Master of Science in Athletic Training (MSAT) program. The MSAT will be a self-support professional graduate program. This program is a lock-step cohort model, where the students will enter the program at the same time, have the same series of classes, and complete the same requirements. This will be a two year, continuous, program beginning in May and ending in May and will admit students each year. The cohorts will be limited to a maximum of 25 students per year. 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 2012. The proposed MSAT 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, and 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, should revenue streams not be realized as projected in the future (See Section 6.II.e.3).

With the creation of the entry level MSAT program in FY13, we will then submit a Notice of Intent to discontinue the existing Bachelor's of Science in Physical Education (BSPE) with a major in Athletic Training at the end of FY12. The BSPE in Exercise Science & Health would remain intact and potentially serve as a feeder program for the new MSAT for internal students at the University of Idaho. If the BSPE in Athletic Training was discontinued in summer 2012, there are three groups of students that would need to be accommodated: 1) students currently in the Pre-Professional Phase of the program; 2) students currently admitted into the Professional Phase of the program, and, 3) students who will enter the University of Idaho as freshmen in fall 2012 and wish to seek a major in Athletic Training. Accommodation plans for each group are described below. [Note: For clarification, the current BSPE AT program, has two phases to the program: the Pre-Professional Phase and the Professional Phase. Students can declare the Pre-Professional Phase as new students entering the UI (typically freshmen year), but must apply for admission and be accepted into the Professional Phase of the program during spring semester of that first year, in order to complete the three year Professional Phase. Currently, there are 20 students in the Professional Phase of the program and 71 students in the Pre-Professional Phase of the program.]

1. Students currently in the Pre-Professional Phase of the program. All students currently declared as an Athletic Training major in the Pre-Professional Phase of the program will be able to apply for admission into the Professional Phase of the BSPE AT program in March 2011. Should they be accepted into the Professional Phase of the program, they will be able to complete the program according to the policies and regulations currently outlined in the UI catalog and the Program Handbook. They would graduate in spring 2014. Since January 2010, we have been communicating to current Pre-Professional students and to prospective students about the possible transition of the program to a graduate program, pending the outcome of internal and state processes. We have clearly communicated the application process and deadline to ensure that they are aware of the March 2011 deadline and the possibility that this will be the last opportunity to apply to the Professional Phase of



the BSPE AT program. The opportunities for these students are minimally impacted by the discontinuance. The only impact would be for those students who apply in March 2011 and are not admitted because they do not meet the requirements. They would not be able to apply for the undergraduate program a second time in 2012. The number of students who apply a second time is minimal; in the past 3 years, we have not had any students submit a second application.

2. Students currently admitted to into the Professional Phase of the program. All students currently admitted into the Professional Phase of program will be able to complete the program, as long as they comply with the policies and regulations outlined in the UI catalog and the Program Handbook. They will graduate in spring 2011, 2012, or 2013, depending on their present standing in the program. These students will not be impacted by the discontinuance.
3. Students entering UI in fall 2012. Since January 2010, we have communicated with prospective students our efforts underway to transition the program to a graduate program. We are continuing this practice as we communicate with prospective freshmen for fall 2012. The decision regarding this program will be made by February 2011, which provides the 2011-2012 class sufficient time to be informed of the decision and make appropriate choices regarding the University of Idaho. They will understand that if the graduate program is approved, they will not be able to complete the BSPE AT program. Instead, they will have one of two options:
  - a. Elect to attend the University of Idaho and complete a bachelor's degree at the University of Idaho in another discipline, and then apply for admission to the MSAT program (similar to the application process that they complete currently for the Professional Phase of the BSPE AT program). Undergraduate students at the UI will have an opportunity to be able to complete a seamless program in which they can finish their bachelor's degree and the MSAT program in 5 years (see more detailed explanation of this seamless option in Section 2.a).
  - b. Elect not to attend the University of Idaho and attend another undergraduate institution that offers a bachelor's degree that leads to certification in Athletic Training.

A table is provided on the next page that outlines the transition that would occur with approval of the MSAT and subsequent discontinuation of the BSPE in Athletic Training. [Note: Only the BSPE in Athletic Training would be discontinued; the BSPE in Exercise Science & Health would remain at the University of Idaho and would be used to provide a seamless program for internal University of Idaho students wishing to pursue the MSAT.] For clarity, the table identifies transition for all programs potentially impacted by this proposal, including the existing BSPE in Exercise Science & Health, the BSPE in Athletic Training, and the proposed Doctorate in Athletic Training program.

Table 1. Timeline for transition to MSAT and DAT programs.

Program	Spring 2011	2011-2012 (FY12)	2012-2013 (FY13)	2013-2014 (FY14)
<b>BSPE in Exercise Science &amp; Health</b>	Faculty develop track for seamless transition to MSAT	ESH curricular changes are approved through university processes.		
<b>BSPE in Athletic Training</b>	Pre-Professional Phase students apply for Professional Phase; if not admitted, they are advised regarding changing majors and regarding possible application for MSAT seamless program in FY13 or beyond	Last offering of lecture-based courses in Professional Phase of program Clinical experience classes offered	Clinical experience classes offered	Last offering of clinical experience classes Last graduating class (May)
<b>MSAT</b>	Develop curriculum Develop recruitment materials Recruit students	Develop curriculum Develop program handbook Develop relationships with mentor supervisors Process student applications Admit first cohort Conduct review every 3 months	Complete self study for accreditation First cohort begins Conduct review every 3 months	Conduct site visit for accreditation First cohort graduates Second cohort begins All state appropriations supporting this program are returned to department for reallocation. Program becomes completely self-support.
<b>DAT</b>	Develop syllabi Develop program handbook Recruit students Process student applications	Develop relationships with mentor supervisors First cohort begins Conduct review every 3 months	First cohort graduates Second cohort begins Conduct review every 3 months	Second cohort graduates Third cohort begins All state appropriations supporting this program are returned to department for reallocation. Program becomes completely self-support.

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.

The program will ensure high quality as follows:

1. Regional Institutional Accreditation: 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.
2. Specialized Accreditation: All entry-level athletic training education programs must be accredited by the Commission on Accreditation of Athletic Training Education Programs (CAATE). Currently, the existing BSPE with a major in Athletic Training is accredited by CAATE. The BSPE program has recently (2009) earned continuing accreditation for an additional ten years, the maximum time-period awarded by the accrediting body. This accreditation requires a rigorous continuous program self-study, an external review of the self-study by CAATE committee members, and an on-site visit to triangulate findings in the self-study report. A copy of the current accreditation standards published by CAATE can be retrieved from the CAATE website at <http://caate.net/documents/Standards.6.30.08.pdf> and are found in Appendix A.
3. Internal Program Quality Measures: As currently practiced in the entry level BSPE in Athletic Training at the UI, the Program Faculty will ensure that the program is of high quality by setting internal standards and procedures that exceed the national accreditation standards and required processes. An example is the rigorous Annual Comprehensive Examination Process currently required in the undergraduate ATEP. Each year within the program the students are required to pass a comprehensive examination that covers all material learned within that year. This requirement has been a major factor in the improvement of the first time pass rate of the Board of Certification National Exam. This process will continue to be employed in the proposed MSAT. A second example is that students will be required to participate in scholarly practice, including evidence-based clinical research.

- 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 also 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 total credits required for the degree is 85 cr. Catalog descriptions for each course are provided Appendix B.

Summer I (on-campus)		Fall I (distance)		Spring I (distance)	
Course	Credits	Course	Credits	Course	Credits
AT 506	3	AT 511	3	AT 513	3
AT 507	3	AT 512	3	AT 514	3
AT 508	4	AT 520	2	AT 515	3
AT 509	3	AT 521	4	AT 522	2
AT 510	2			AT 523	4
<b>Semester Total</b>	<b>15</b>	<b>Semester Total</b>	<b>12</b>	<b>Semester Total</b>	<b>15</b>
Summer II (on-campus)		Fall II (distance)		Spring II (distance)	
AT 531	3	AT 536	3	AT 539	3
AT 532	4	AT 537	3	AT 540	3
AT 533	3	AT 538	3	AT 541	2
AT 534	2	AT 550	2	AT 542	1
AT 535	1	AT 551	4	AT 552	2
				AT 553	4
<b>Semester Total</b>	<b>13</b>	<b>Semester Total</b>	<b>15</b>	<b>Semester Total</b>	<b>15</b>

As occurs in other institutions that offer allied health programs, we propose to allow internal University of Idaho students the opportunity to complete a bachelor's and master's degree in a 5 year time frame, instead of the 6 year time frame that would be required for students earning their bachelor's degree at another institution. The BSPE at the University of Idaho has two majors: Athletic Training and Exercise Science & Health. Only the BSPE with a major in Athletic Training would be discontinued. Undergraduate freshmen students interested in the seamless 5 year route leading to the proposed MSAT would be advised into the BSPE with a major in Exercise Science & Health, where they could pursue an option that would allow them to complete both the BSPE and the MSAT degrees in 5 years. Internal students that were not enrolled in this major would not be able to pursue the seamless route. Those students would be like non-UI students – they could apply for admission into the proposed MSAT program after completing a bachelor's degree (in anything) and completing a specific set of prerequisite course work. To apply for admission into this option, students must

- have completed all general university core requirements and program prerequisite coursework (prerequisite coursework might include Human Anatomy, Human Physiology, Exercise Physiology, Functional Anatomy/Kinesiology/Applied Biomechanics, Introduction to Athletic Injuries, Introduction to Athletic Training, Chemistry, Physics, Human Nutrition, and observation/clinical hours in an athletic training setting).
- be making satisfactory progress in the BSPE in Exercise Science & Health Program, and
- be in or entering their junior year of undergraduate study.

- 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 3.0 faculty FTE and 1.5 TA FTE will be required to deliver the proposed M.S. 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.

Proposed Faculty	Notes
Alan Nasypany, EdD, LAT, ATC MSAT ATEP Director (1.0 FTE) Senior Instructor, HPERD Non tenure track	Continuing position funded by state appropriations for FY13 and FY14. In FY15, position will be funded 100% from program revenues. Will transition from the current Program Director of the BSPE in AT to Program Director in MSAT over the three years, becoming 1.0 FTE in FY16.
Tenure track faculty	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.
Clinical Coordinator (1.0 FTE) Senior Instructor, HPERD Non tenure track	Proposed new position in FY14 funded from program revenues. Will hold a minimum of a master's degree, doctorate preferred; 5 yrs BOC certified experience.
Teaching Assistant – doctoral level (0.5 FTE)	Proposed new position in FY13 funded from program revenues. Will be a doctoral student in HPERD; one year of BOC certified experience.
Teaching Assistant – doctoral level (0.5 FTE)	Proposed new position in FY15 funded from program revenues. Will be a doctoral student in HPERD; one year of BOC certified experience.
Teaching Assistant – doctoral level (0.5 FTE)	Proposed new position in FY15 funded from program revenues. Will be a doctoral student in HPERD; one year of BOC certified experience.

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

The MSAT students will attract quality students from a national pool. Students may enroll in this degree via two tracks:

- 1) Minimum requirements for students external to the University of Idaho will be a bachelor's degree from an accredited university, with accompanying prerequisite coursework.
- 2) A number of seats will be reserved in each cohort for University of Idaho undergraduate students who have completed all general university core requirements and program prerequisite coursework, are making satisfactory progress in the BSPE in Exercise Science & Health Program, and will be in or entering their junior year of undergraduate study (see Section 2.a. for more information).

This program will continue to attract high quality undergraduate students as well as students who have already completed a bachelor's degree in another field.

- d. 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 0.3 FTE administrative assistant (combined with the proposed DAT, this represents a 0.5 FTE position) and 3 doctoral teaching assistants. 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 DAT. However, additional funds (\$5000 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 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. The MSAT program budget includes allocation for equipment replacement and laboratory per annum beginning in FY13. Additional monies for laboratory remodel and capital equipment purchases have been included in the budget for the proposed DAT program. We will also target our development efforts to procure funds to purchase additional equipment and complete lab renovations to current space. 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 enrollments in this program are 25 per cohort, thus creating a maximal annual enrollment of 50 students. When maximum enrollments are realized, the program will be re-evaluated for potential expansion.

	2012-2013	2013-2014	2014-2015
Year One Cohort	15	18	25
Year Two Cohort		15	18
Annual Enrollment	15	33	43

3. **Duplication** – if this program is unique to the state system of higher education, a statement to that fact is needed. However, if the program is a duplication of an existing program in the system, documentation supporting the initiation of such a program must be clearly stated along with evidence of the reason(s) for the necessary duplication.

Describe the extent to which similar programs are offered in Idaho, the Pacific Northwest and states bordering Idaho. How similar or dissimilar are these programs to the program herein proposed?

This program is unique to the state system of higher education. There are currently no entry-level graduate athletic training education programs in the state of Idaho. This proposed program follows the most recent trend of establishing new Athletic Training Education Programs at the graduate level.

With respect to the region, there are entry-level master's AT programs at Montana State University-Billings and at Weber State in Utah. The proposed program is similar to these existing programs in that all entry-level athletic training programs must meet the minimum standards established by CAATE, the accrediting body for athletic training. This program will be unique, however, with respect to its delivery model, its self-support fiscal model, its use of clinical placements across the nation, and its emphasis on a research-based approach to education.

The online fall/spring delivery will enable the program to competitively compete for national clinical rotation placements which would enhance the clinical education process. The research and evidenced-based approach will be enhanced by the program's placement at the University of Idaho. The research conducted within the MSAT will complement the existing research within the Athletic Training Program. It will retain a focus in the prevention and treatment of injuries and illnesses, with a concentration on lower extremity biomechanics and translating research to practice. The current undergraduate ATEP has a record of excellence as evidenced by its first time pass rate on the national board exam in the past three years, a pass rate that is above the national average. Additionally the program has, historically, had a 100% placement program (employment/continuing education) upon graduation. The current BSPE in Athletic Training program has a strong record of student-led original research, with regional presentations and internal grant procurement. Transitioning this strong undergraduate program to an expanded curriculum with research expectations, resourced by a self-support model, will provide the program with the stable platform necessary to continue its growth in excellence.

The proposed MSAT at the University of Idaho is also unique in that it is proposed with a self-support fiscal model. This model will enable the UI MSAT program to garner the resources necessary to position the program to attain national prominence.

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 Master’s of Science in 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 transition 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 athletic trainers prepared by the MSAT 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 programmatic shift to the graduate entry-level 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 transition an existing undergraduate program to the master’s degree level. This would allow the athletic training education program to better match the research extensive mission of the University of Idaho. Finally, transitioning health professions programs to the graduate level is consistent with national trends, which maintains the University’s competitive advantage in the market.

It is also crucial to the success of the MSAT that it can utilize the strong athletic training education infrastructure that has been carefully cultivated over many years at the University of Idaho. In addition to a fully accredited undergraduate AT program, a dedicated teaching laboratory, and a long standing relationship with the UI Department of Athletics Athletic Training Program, the current ATEP at UI has a joint faculty position with the WWAMI medical program. This relationship with WWAMI will enhance the educational experience for the MSAT students. The transition of the current athletic training program to the graduate degree level will also allow the University of Idaho ATEP to lend support to the existing doctoral programs in the Health, Physical Education, Recreation and Dance (HPERD) department either through joint positions or through student continuing education.

The University of Idaho currently serves northern and central Idaho with an undergraduate Athletic Training program. This program is well-placed geographically and is, therefore, able to compete with neighboring states in the geographic marketplace. There are three undergraduate programs in state of Washington at Washington State University, Whitworth College, and Eastern Washington University, and one undergraduate and one graduate program in Montana at the University of Montana and Montana State University-Billings, respectively. Maintaining a program in the north central Idaho is important to maintain a competitive advantage for the state of Idaho and to serve the state healthcare needs. An entry level masters program in northern Idaho will increase the competitive advantage for the state of Idaho, since programs closest to UI are all undergraduate programs.

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.)

In general, there has been a national trend in health care professions to develop entry-level graduate degrees at both the master's and doctoral level. Medical doctors and dentists have used a post-baccalaureate entry-level professional degree for decades. More recently, pharmacy, physical therapy, occupational therapy, nursing, and respiratory therapy programs have followed suit. As a health care profession, Athletic Training requires academic and clinical training similar to other professional programs.

There is compelling rationale for this shift from undergraduate preparation to entry-level graduate preparation in health care professions. First, entry-level professional programs at the graduate level (master's or doctoral) are able to offer greater depth and breadth of experience within a focused course of study. This creates a rich immersion experience that cannot be achieved in undergraduate programs when general education requirements must be included. Second, entry-level graduate programs are fiscally sustainable and attract students nationally while retaining local students. Third, entry-level professional graduate programs have greater program visibility and offer competitive, widely recognized credentials that help graduates gain employment in the current healthcare marketplace.

According to the Commission on Accreditation of Athletic Training Programs (CAATE), there are currently 345 accredited undergraduate programs (UG) and 23 accredited Entry Level-Master's (ELM) Athletic Training programs in the U.S. (retrieved from <http://www.caate.net/> on November 9, 2010). The recent trend is to create new programs at the ELM degree. The first ELM program was accredited in 1996. Fourteen ELM programs (61% of the programs) have been accredited within in the past 5 years (since 2005), with 4 new programs receiving accreditation in 2010. The nearest accredited ELM programs to the University of Idaho, and the only ones in the Northwest region of the United States, are at Montana State and Weber State. New ELM programs have been very successful. One benefit of the MSAT is that the program can target a larger prospective student population [i.e., students with a bachelor's degree (in anything), with appropriate prerequisite course work]. Currently, only 23 universities compete for this population. Additional benefits include the ability of the University of Idaho to create a seamless transition (a bachelor's-to-master's model), which will allow UI to continue to recruit UG students and target both UG and post-bachelor's students nationwide. (More information on the seamless program can be found in Section 2.a.)

Enrollments at other entry-level MSAT programs also demonstrate demand. There are 23 entry-level MSAT programs in the country. We asked these 23 institutions to share their enrollment information. Below are the 6 responses we received. All programs below are two year MSAT programs; the enrollment numbers presented include first and second year students for that academic year. According to the respondents, each program is at capacity (or on target with their enrollment projections, for those programs that are new and in the implementation phase). While these numbers may appear low with respect to our proposed enrollment targets, it is important to note that programs represented here also have less instructional FTE than we have proposed for our program. Thus, maximum enrollment capacity is lower for these programs, given the instructional FTE allocated.

Program	Enrollment	
	2009-10	2010-11
Montana State University (MT)	10	16
Weber State University (UT)	16	20
University of Nebraska – Omaha (NE)	18	20
Plymouth State University (NH)	6	6
University of North Carolina – Greensboro	16	16
Bridgewater State University (MA)	20	20

By 2014, CAATE will require all undergraduate accredited athletic training programs to have a bachelor's degree specifically in athletic training. While the minimum degree level currently required to practice athletic training is at the undergraduate level, there continues to be support by a proportion of the professional athletic training community for a shift to the entry-level master's degree level. The UI AT program faculty agrees with this



constituent of professionals that the creation of entry-level MSATs prepares students to enter the profession with the degree level that is becoming the industry norm. Nationwide, at least 70% of Athletic Trainers have a master's degree (at minimum). UI athletic training program faculty are also of the professional opinion that entry-level MSATs will increase in number, eventually replacing the bachelor's degree as the minimum degree level required. While there has been no mandate by the professional community regarding this issue, the data presented above (regarding the increased number of ELM programs) appear to support this opinion.

As part of a self-study for accreditation, the UI Athletic Training program faculty conducted a survey in 2008 to determine the amount of institutional support at entry level athletic training programs (EL ATEP) in the U.S. According to the survey results, the average EL ATEP has four academic faculty members. The University of Idaho EL ATEP (bachelor's level) currently has only 1.5 faculty members. The proposed MSAT would enable the University of Idaho to grow its athletic training program and support the hire of additional faculty members. At maximum projected enrollments, the MSAT would be supported by 4.5 FTE, which would exceed national averages for institutional programmatic support, as identified in the survey. Additionally, the MSAT proposal will allow fall and spring semesters to be completed off-campus (through distance education). This will allow students to access many additional clinical sites that we cannot currently provide due to our geographic constraints. Developing these sites will allow our students to experience a variety of athletic training clinical placements and will place our students in optimal positions for obtaining jobs upon graduation.

The US Department of Labor (USDOL) has thoroughly studied employment projections for athletic trainers over the next eight years. The USDOL states, "Employment of athletic trainers is projected to grow 37 percent from 2008 to 2018, much faster than the average for all occupations, because of their role in preventing injuries and reducing healthcare costs. Job growth will be concentrated in the healthcare industry, including hospitals and offices of health practitioners. Fitness and recreation sports centers also will provide new jobs, as these establishments grow and continue to need additional athletic trainers to provide support for their clients. Growth in positions with sports teams will be somewhat slower, however, as most professional sports clubs and colleges and universities already have complete athletic training staffs (Retrieved from (<http://www.bls.gov/oco/ocos294.htm>, November 12, 2010)."

Additionally, employment projections in athletic training for Idaho and other states within the Northwest Region are presented below. The data specific to athletic training (SOC Code 29-9091) are identified in black font; data for all Other Healthcare Practitioners and Technical Occupations (SOC Code 29-9000) are presented in parentheses in red font, since these jobs can also be assumed by certified athletic trainers. Given the shift that is predicted to occur in employment settings from sport and school settings to healthcare and industry settings, it is important to include the broader SOC Code, where ergonomic specialists are included and can be filled by athletic trainers. The data are also limited in their ability to portray employment of athletic trainers in these more non-traditional settings.

Program	Annual Growth Rate	Annual Openings	Period of Analysis
Idaho	4.2% (2.4%)	10 (52)	2008-2018
Montana	9.6% (6.1%)	4 (12)	2008-2018
Utah	5.2% (3.3%)	30 (120)	2006-2016
Washington	NA (1.0-1.3%)	NA (154)	2008-2018
Oregon	1.5% (2.0%)	7 (36)	2008-2018
Wyoming	2.8% (2.8%)	2 (14)	2004-2014

Given these projections, professional programs in Athletic Training have an obligation to prepare students who are qualified to work in these emerging growth areas in the state and across the nation. While the traditional K-12 setting does not currently represent a strong growth area in the state for athletic training, it is important to note that recruitment for this program will include state-wide and national efforts, consistent with the mission of graduate programs housed within a flagship, high research activity institution. Our delivery model makes this possible. Thus, the workforce demand in our proposed program is not defined solely by demand in the state of Idaho. We do intend to continue to meet state demands, consistent with our land grant mission, and will reserve a number of seats in the program for internal University of Idaho students to support this effort (see Section 2.a. for more detail).

Many school districts in Idaho are currently understaffed and have limited resources, from a health care perspective, especially with respect to athletic training. Nationally, there has been a trend to increase the number of qualified athletic trainers in elementary and secondary schools to address the increased health care demands of the school

settings and the rising risks of legal liability. We intend to work with our sister institutions in the state to address these issues and, through our collective efforts, produce students that can understand these issues and develop positive solutions.

Finally, it is important to note that UI graduates in athletic training in the past 5 years have a 100% placement rate with respect to employment or continued education in graduate programs. The proposed program will not increase or create competition for these students, since the undergraduate program will be discontinued. It is anticipated that these graduates will continue to be successful in post-graduate employment or education. The increased numbers in the proposed program will come from across the nation.

- 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.

Students will be full-time, and will enter the program 1) after attaining a bachelor's degree and the necessary prerequisite coursework, or 2) from within the UI after completing their undergraduate university core requirements, prerequisite requirements, and entering at least their junior year at the UI (see Section 2.a for a more detailed explanation). Informal surveys have been conducted with the existing undergraduate Athletic Training majors to determine whether or not they would prefer to earn an undergraduate degree in AT in 4 years or an MSAT in 5 years. More than 90% of the students indicated a preference for the MSAT.

In communications with 3 of the 15 Program Directors of post-professional master's degree programs in Athletic Training (not entry-level), they reported that they receive ~80 inquiries per year from individuals that seek an entry-level graduate athletic training programs instead of advanced graduate degrees. The Program Directors report that they pass the inquiries on to the entry-level graduate Program Directors (since there is no direct competition). There are 23 ELM AT programs in the US. This proposal positions the State of Idaho and the University of Idaho to create a competitive advantage in the West, where there are a limited number of ELM programs.

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

This proposal will not shift students from other graduate programs within the institution. The student demand for this program will be unique and will not compete with applicant pools of other master's programs. It will provide a vehicle for a number of undergraduate students to continue their graduate education at the University of Idaho (as described in Section 2.a.).

- 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>13</u>		FY <u>14</u>		FY <u>15</u>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	<u>26.3</u>	<u>15</u>	<u>58.4</u>	<u>33</u>	<u>76.0</u>	<u>43</u>
B. Shifting enrollments	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

II. **EXPENDITURES**

	FY <u>13</u>		FY <u>14</u>		FY <u>15</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>66,622</u>	<u>2.75</u>	<u>240,510</u>	<u>2.75</u>	<u>243,262</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>          </u>	<u>          </u>	<u>16,663</u>
4. Graduate/instructional Assistants (including fringe)	<u>0.5</u>	<u>20,250</u>	<u>0.5</u>	<u>25,250</u>	<u>1.5</u>	<u>75,750</u>
5. Research personnel	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
6. Support personnel (salary and fringe)	<u>0.3</u>	<u>11,350</u>	<u>0.3</u>	<u>11,350</u>	<u>0.3</u>	<u>11,350</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>1.55</u></b>	<b><u>109,227</u></b>	<b><u>3.55</u></b>	<b><u>277,110</u></b>	<b><u>4.55</u></b>	<b><u>362,211</u></b>

	FY <u>13</u>	FY <u>14</u>	FY <u>15</u>
<b>B. Operating expenditures</b>			
1. Travel	<u>20,000</u>	<u>21,250</u>	<u>25,000</u>
2. Professional services	<u>12,000</u>	<u>13,750</u>	<u>15,000</u>
3. Other services	<u></u>	<u></u>	<u></u>
4. Communications	<u>22,000</u>	<u>22,500</u>	<u>23,000</u>
5. Utilities	<u></u>	<u></u>	<u></u>
6. Materials & supplies	<u>55,000</u>	<u>125,000</u>	<u>190,000</u>
7. Rentals	<u></u>	<u></u>	<u></u>
8. Repairs & maintenance	<u>10,000</u>	<u>15,000</u>	<u>20,000</u>
9. Materials & goods for manufacture & resale	<u></u>	<u></u>	<u></u>
10. Miscellaneous	<u>31,000</u>	<u>75,000</u>	<u>115,000</u>
<b>Total Operating Expenditures:</b>	<b><u>150,000</u></b>	<b><u>272,500</u></b>	<b><u>388,000</u></b>
	FY <u>13</u>	FY <u>14</u>	FY <u>15</u>
<b>C. Capital Outlay</b>			
1. Library resources	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
2. Equipment	<u>10,000</u>	<u>10,450</u>	<u>10,900</u>
Total Capital Outlay:	<b><u>15,000</u></b>	<b><u>15,450</u></b>	<b><u>15,900</u></b>
<b>D. Physical facilities Construction or major Renovation</b>	<b><u>15,000</u></b>	<b><u>15,450</u></b>	<u></u>
<b>E. Indirect costs (overhead)</b>	<u></u>	<u></u>	<u></u>
<b>GRAND TOTAL EXPENDITURES:</b>	<b><u>289,227</u></b>	<b><u>580,510</u></b>	<b><u>782,011</u></b>

## III. REVENUES

	FY <u>13</u>	FY <u>14</u>	FY <u>15</u>
<b>A. Source of funds</b>			
1. Appropriated funds -- Reallocation – MCO	<u>66,622</u>	<u>57,580</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>270,000</u>	<u>603,720</u>	<u>810,720</u>
6. Other: _____	<u></u>	<u></u>	<u></u>
<b>GRAND TOTAL REVENUES:</b>	<b><u>336,622</u></b>	<b><u>661,300</u></b>	<b><u>810,720</u></b>
	FY <u>13</u>	FY <u>14</u>	FY <u>15</u>
<b>B. Nature of Funds</b>			
1. Recurring*	<u>336,622</u>	<u>661,300</u>	<u></u>
2. Non-recurring**	<u></u>	<u></u>	<u>810,720</u>
<b>GRAND TOTAL REVENUES:</b>	<b><u>336,622</u></b>	<b><u>661,300</u></b>	<b><u>810,720</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.

**FY2013**

Name, Position, and Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours	FTE Students
Alan Nasypany, Senior Instructor MSAT Program Director	\$76,773	0.5	\$38,387	285	11.9
Jeff Seegmiller, Assistant Professor Tenure-Track Faculty Member	\$112,940	0.25	\$28,235	75	3.13
Doctoral Teaching Assistant Instructor	\$25,250	0.5	\$25,250	270	11.3
<b>Totals</b>		<b>1.25</b>	<b>\$91,872</b>	<b>630</b>	<b>26.3</b>

**FY2014**

Name, Position, and Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours	FTE Students
Alan Nasypany, Senior Instructor MSAT Program Director	\$76,773	0.75	\$57,580	399	16.6
Assistant Professor Tenure-Track Faculty Member	\$100,690	1.0	\$100,690	407	13.6
Clinical Coordinator Non Tenure Track Senior Instructor	\$82,240	1.0	\$82,240	439	21.6
Doctoral Teaching Assistant Instructor	25,250	0.5	\$25,250	156	6.5
<b>Total</b>		<b>3.25</b>	<b>\$265,760</b>	<b>1401</b>	<b>58.3</b>

**FY2015**

Name, Position, and Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Projected Student Credit Hours	FTE Students
Alan Nasypany, Senior Instructor MSAT Program Director	\$100,690	0.75	\$75,518	523	21.8
Assistant Professor Tenure-Track Faculty Member	\$100,690	1.0	\$100,690	323	13.5
Clinical Coordinator Non Tenure Track Senior Instructor	\$82,240	1.0	\$82,240	473	19.7
Mentor Clinical Instructors	\$16,663		\$16,663		
Doctoral Teaching Assistant Instructor	\$25,250	0.5	\$25,250	194	8.08
Doctoral Teaching Assistant Instructor	\$25,250	0.5	\$25,250	311	13.0
Doctoral Teaching Assistant Instructor	\$25,250	0.5	\$25,250	Assist in clinical education	
<b>Total</b>		<b>4.25</b>	<b>\$34,198</b>	<b>1824</b>	<b>76</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 (see Section 6.11.e.3. below for an explanation of the revenue share model). 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	\$21,250	0.3	\$11,350	100%
<b>Totals</b>		<b>0.3</b>	<b>\$11,350</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	\$21,752	0.3	\$11,350	100%
<b>Total</b>		<b>0.3</b>	<b>\$11,350</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	\$22,028	0.3	\$11,350	100%
<b>Total</b>		<b>0.3</b>	<b>\$11,350</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

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

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 DAT. 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 DAT 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/EM G			
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>Eyaulation</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
	Inclinometers	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	Elliptical			
	Cuff wts 1-15 lbs	1	\$100.00	\$100
	Dumbbells 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>Emergency Response</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
	Adjustable Arm Sling	3	\$8.00	\$24
	<b>Care and Prevention</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 MSAT 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 FY13. For FY 14, a Clinical Coordinator and a full-time faculty member will be hired to assist in this transition year and to accommodate the higher enrollment targets, while state funds will continue to support the Program Director. In FY15, all personnel costs will be borne by the program and state appropriations will be reallocated to existing programs in the Department of HPERD.

- (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 (FY13, FY14, FY15), 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, one tenure-track faculty member, and one teaching assistant

will continue to be funded, in part, 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 FY15, 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 \$18,000.00 per student per 12 months, for a total of \$36,000.00 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 most entry-level MSAT programs (see Appendix B), and is also comparable to the cost of master's 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.

**UNIVERSITY OF IDAHO**

**SUBJECT**

Approval of Notice of Intent to offer an Ed.D., Professional Practices Doctor of Education specialization, an expansion of the traditional and existing Ed.D.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III. G. 4. b. ii.

**BACKGROUND/DISCUSSION**

The University of Idaho (UI), proposes to expand its existing Ed.D., Professional Practices as a cohort degree program through partnerships with other higher education institutions in need of advanced degree preparation of faculty. The proposed program will be delivered through a combination of off-campus, face-to-face, online, and hybrid course delivery, administered out of the UI-Boise Center beginning summer 2011.

The Professional Practices Ed.D. differs from their traditional Ed.D. through a unique combination of interdisciplinary courses, sequence of applied research courses, and practitioner-based dissertation study and product. The executive version of the Ed.D. provides a doctorate for career placement/advancement, preparing students as professional leaders, educators, and practitioner-scholars who actualize the knowledge base in their respective fields. The UI is responding to the demand of applied research degrees with the emphasis being higher education leadership and teaching.

The expansion of the existing Ed.D. program course content and dissertation format have been influenced by the National Carnegie Project on the Education Doctorate (CPED); they have also adapted it to the context of rural and place-based professional practitioners. The program delivers (a) courses that prepare educators for advanced professional practice in the field, (b) coursework, research, and internships/practica that are integrated and applied, (c) relevant field-based experiences, (d) a strong focus on practice with an undergirding of relevant theory and empiricism, and (e) a cohort model that provides collaborative and cooperative opportunities infused throughout the program of study so that these professionals can provide support and encouragement for one another as well as engage in team-based problem solving and research.

The program exceeds the UI minimum credit requirement and positions them to serve in a leadership position by joining an elite group of universities that are establishing new standards for professional practice dissertation study that is relevant to the field while demonstrating rigorous standards for knowledge, understanding, and use of data-based decision making.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 20-21, 2011**

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To summarize, the UI has re-conceptualized their Ed.D. to better serve the needs and meet the interests of professional practitioner populations. While they have increased rigor, they have also increased relevancy.

**IMPACT**

The program will be self-supported through program fees paid by participants in accordance with Board Policy V.R.3.b.v. In the case of the first cohort, BYU-ID has signed an MOU to support their faculty pursuing the Professional Practices Ed.D. for professional advancement. The BYU-ID MOU and accompanying letter of support demonstrate the commitment of this institution and location. While it is anticipated that BYU-ID will be the primary supplier of applicants to this program with over 100 potential students approved, the UI does not limit themselves to BYU-ID employees. The most highly qualified applicants to the program will be selected; area residents will be notified of the program and encouraged to apply. If the number of interested and qualified applicants does not meet their minimum numbers for a self-sustaining program, the program will not be offered. Once they begin a three-year cohort, they will guarantee its deliverance through to completion for the cohort.

If approved, this program will provide a positive economic impact. They will hire a full-time director for the program, to be located in or near Rexburg, Idaho. Their financial model includes staff support and will additionally seek to hire highly qualified practitioners from local institutions of higher education to teach some of the higher education coursework. The program provides an educational opportunity to higher education employees who choose to advance their knowledge and careers through an Ed.D. program focusing on higher education leadership and teaching.

**ATTACHMENTS**

Attachment 1 – Notice of Intent	Page 5
Attachment 2 – MOU with BYU-ID	Page 13
Attachment 3 – Letter of support from BYU-ID	Page 15

**STAFF COMMENTS AND RECOMMENDATIONS**

The University of Idaho proposes to expand their existing Ed.D., Professional Practices to BYU-Idaho to meet a specific educational need for its faculty. The offering, however, is not limited to BYU-Idaho and would be available to other interested higher education institutions in need of advanced degree preparation for its faculty. This would be accomplished through the development of memorandums of understanding.

The first cohort of 21 students has been identified to begin this offering in summer 2011. The program must maintain a minimum of 21 students to cover all expenses. If the demand decreases over time, consideration will be given to viability and whether to continue the partnership/offering. An additional cohort would begin every other year with consideration given to teaching/facility

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 20-21, 2011**

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capacity. Once a cohort begins, the University of Idaho will guarantee its deliverance through to completion for the cohort.

Board staff and the Council on Academic Affairs and Programs (CAAP) have reviewed the proposal and recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to expand the existing Ed.D. to offer a Professional Practices Doctor of Education as set forth in the attached Notice of Intent.

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

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# Idaho State Board of Education

## Academic/Professional-Technical Education

### Notice of Intent

RECEIVED

Institution Submitting Proposal: University of Idaho  
Name of College, School, or Division: College of Education  
Name of Department(s) or Area(s): Leadership & Counseling

MAR 17 2011

OFFICE OF THE  
STATE BOARD OF EDUCATION

Indicate if this Notice of Intent (NOI) is for an Academic or Professional-Technical Program

Academic X Professional - Technical \_\_\_\_\_

For a New, Expanded, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one), and list the title/name:

Professional Practices Doctor of Education Degree

College of Education, University of Idaho

(Title of Degree or Certificate or Name of Unit)

Professional Practices Doctor of Education Degree, College of Education, University of Idaho

Proposed Starting Date: Summer Semester, 2011

#### For New Programs:

Program (i.e., degree) Title

CIP 2010 Code  
(consult Institutional Researcher/Registrar)

#### For Existing Programs:

Education Major  
Program (i.e., degree) Title

130101  
CIP 2010 Code

#### For Other Instructional Activity:

☐ Program Component (major/minor/option/emphasis)

☐ Off-Campus Program Activity

☐ Instructional/Research Unit

☒ Addition/Expansion

☐ Discontinuance/consolidation

☐ Contract Program/Collaborative

☐ Other

Carmen Mantle-Brown 2-15-11  
College Dean (Institution) Date

James M. Goss 3/11/11  
VP Research and/or Graduate Dean (as applicable) Date

Robert E. Jones VP (FA) 11 Mar 11  
Chief Fiscal Officer (Institution) Date

State Administrator, SDPTE  
(as applicable) Date

Deey Beh 3/14/11  
Chief Academic Officer (Institution) Date

John M. Goss 3/23/11  
Chief Academic Officer, OSBE Date

M. Quane Teller 3-14-11  
President Date

SBOE/OSBE Approval Date

Approved. Keith E. Jones 3/20/11  
IRSA

Revised 12/16/10

Page 1

TAB 4 Page 5

**Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance.**

1. Briefly describe the nature of the request.

*The University of Idaho College of Education requests approval for a Professional Practices Doctor of Education specialization, an expansion of its current education doctorate (Ed.D.) degree program. The program will be delivered as an off-campus, limited enrollment, cohort degree program, partnering with higher education institutions in need of advanced degree preparation of its faculty. Delivery will include a combination of face-to-face, online, and hybrid course delivery; the program will be administered out of the University of Idaho Boise Center, where we have sufficient faculty in educational leadership as well as adult and organizational learning. We do not seek a new degree but rather an expansion of our current degree, along with delivery of the program in locations where a minimum cohort of students desire and are accepted into the degree program..*

*Nationally, there is a growing trend that distinguishes the Doctor of Education (EdD) as the applied research degree for practitioners (Levine 2005, Waddle 2006, Guthrie 2009) and that establishes a professional practice or "executive" versions of the EdD (see Texas A&M, Seton Hall, Fordham, University of Pennsylvania, University of Kansas, Indiana University, University of Alabama, University of Houston, Vanderbilt) for audiences requiring a doctorate for career placement/advancement. An Idaho higher education example is the faculty at BYU Idaho. BYU Idaho has invited all state doctoral granting institutions to deliver the program; only the UI College of Education indicated initial interest and pursued this possibility with BYU Idaho. (see attached MOU)*

*Over the past three years, the University of Idaho College of Education has studied the trend and, in response, redefined its EdD program (2009) as a degree which "prepares students as professional leaders, educators, and practitioner-scholars who actualize the knowledge base in their respective fields." Within Idaho and the region, the national EdD trend has captured the interest of higher education audiences, some of whom have turned to the University of Idaho, as the state's land grant institution, for a relevant Professional Practices EdD with an emphasis in higher education leadership and teaching.*

*The Professional Practices Doctor of Education degree course-of-study proposal responds to the demand with a focus on applied research in educational leadership. The course of study for the Professional Practices specialization will exceed the University of Idaho minimum of 78 credits with a requirement of 84 credits in content, cognate, research, and dissertation. The Professional Practices EdD differs only slightly from the traditional EdD through a unique combination of interdisciplinary courses, sequence of applied research courses, and practitioner based dissertation study and product. The latter being a focused, problem-solving research experience that benefits the student, stakeholders, and academe. The course-of-study would be delivered over three years.*

*Therefore, the University of Idaho College of Education proposes expanding its Doctor of Education degree to include a cohort-based Professional Practices degree, deliverable to off-campus locations/partnerships through negotiated Memorandums of Understanding (MOU) between the University of Idaho and the partnering institution(s). An MOU example would be an off-campus partnership for the Professional Practices Doctor of Education cohort with BYU Idaho in Rexburg.*

*The MOU for the Professional Practices Doctor of Education would require a minimum cohort of 21 students paying fees that cover all program delivery expenses.*

**Revised 12/16/10**

**Page 2**

2. Provide a statement of need for a new program or a program modification. Include (but do not limit to) the following:

a) A projection of full-time and part-time enrollment over a three year period of time

*The proposed Professional Practices EdD projects a cohort of 21 part-time students per semester over a three year period, culminating in matriculation at the end of the sixth semester. The projection is based on a series of meetings with BYU Idaho administration and faculty which produced over 100 attendees who completed "Confirmation of Interest" surveys. The proposed procedure for selecting a cohort includes applications, financial statements, interviews, and final selection by a UI admissions committee.*

b) A projection of state work force needs such as job titles requiring this degree. Also include Department of Labor research on employment potential.

*Because the proposed Professional Practices EdD degree responds to a specific audience and is structured via an MOU, the work force need is based on work force requirements of the partnering institution, in this case, BYU Idaho. According to BYU Idaho, the Rexburg campus needs at least 25 faculty holding EdDs by 2013. We will contribute to their stated need by at least having a cohort of students in process to completing their terminal degrees.*

*Because the partnering institution, BYU, guarantees continued employment, the proposal is similar to an entrepreneurial contract. Therefore, Department of Labor statistics are not relevant to this proposal. The work force need exists within the partnering institution and the partnering institution will continue to employ doctoral students enrolled in the program and will, in fact, subsidize part of the University of Idaho's required cost to complete the degree.*

c) A description of how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

*The proposal will stimulate the state's southeastern economy by advancing the professional status of its largest institution of higher education, BYU Idaho. It will provide research results which will contribute to the growing national trend of offering Professional Practice EdDs, referenced above in Part 1, and stimulate the northern and central Idaho economy by advancing employment and research opportunities for University of Idaho College of Education faculty. Furthermore, the program's students will conduct and disseminate research focusing on practitioner and state needs, advancing each student's disciplinary field and providing the institution and the state with increased knowledge that is relevant to practitioner stakeholders. Current BYU Idaho faculty seeking the terminal degree (Ed.D.) will study higher education leadership and instructional leadership, as well as intern with professionals in their disciplinary field. For example, a mathematics faculty member may intern with a professional at the Idaho National Laboratory who is using mathematics in product development. A biology faculty member may intern with a nursing faculty member at Idaho State University. The internships are designed to further the content knowledge of the doctoral student and engage the community's professional resources in the programs of study. We include stipends for internship supervision and for program mentors in the budget.*

**Attach a Scope and Sequence, SDPTE Form Attachment B, for professional-technical education requests.**

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

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*Page 3*

The College of Education will ensure quality of the program by a) assigning an internal reviewer who will regularly monitor the programs and submit quarterly reports to the College of Education Dean, b) requiring doctoral committees for each candidate that will ensure doctoral scholarship standards, c) studying the program as part of a scholarly research project with the intention of publishing results in peer-reviewed journal(s), and d) providing a College based "oversight committee" which will review the above activities and make program policy suggestions. We will review student course evaluations each semester, conduct focus group interviews once each year, and create an committee structure whereby faculty who teach in the program meet to align instruction each semester. Program assessment will include a review of student outcomes as they relate to program goals.

Because of the cohort nature of the program, we will learn quickly of program elements that need revision.

4. Identify similar programs offered within the state of Idaho or in the region by other colleges/universities. If the proposed request is similar to another program, provide a rationale for the duplication. ***This may not apply to PTE programs if workforce needs within the respective region have been established.***

There are no similar programs in Idaho or in the region. The proposal is unique to the state and the northwest, though it does reflect the influence of other cohort, Professional Practice EdD programs at other prestigious land grant and private universities. However, we have recently learned that Boise State University is interested in accepting BYU Idaho faculty into their on-line Ed.D. program that specializes in Educational technology, once the specialization of Curriculum and Instruction is Board-approved to expand to numerous areas within Education. While BSU's intention is not a cohort-based delivery specifically for BYU Idaho, it is an example of offering multiple options to a university where the need for terminal degrees is extensive. We see no conflict with BSU's future intent and our proposal.

Degrees offered by school/college or program(s) within disciplinary area under review

<b>Institution and Degree name</b>	<b>Level</b>	<b>Specializations within the discipline (to reflect a national perspective)</b>	<b>Specializations offered within the degree at the institution</b>
BSU	EdD	Education	Curriculum and Instruction
CSI	NA		
CWI	NA		
EITC	NA		
ISU	EdD, PhD	Education	Educational Leadership Higher Education Administration
LCSC	NA		
NIC	NA		
UI	EdD PhD	Education	Educational Leadership Higher Education Governance and Policy Curriculum and Instruction

Enrollment and Graduates (i.e., number of majors or other relevant data)

By Institution for the Proposed Program-Last three years beginning with the current year and the

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2 previous years

Institution	Relevant Enrollment Data			Number of Graduates		
	Current	Previous Year	Previous Year	Current	Previous Year	Previous Year
BSU	57	43	44	5	6	0
CSI	NA					
CWI	NA					
EITC	NA					
ISU	65	70	64	3	1	1
LCSC	NA					
NIC	NA					
UI	16	11	5	4	1	3

5. Describe how this request is consistent with the State Board of Education's policy or role and mission of the institution.

*The University of Idaho's SBOE mission (approved 8/2007) is "high research activity, land-grant institution committed to. . .graduate research education. . .responsive to Idaho and the region's business and community needs. . .with primary emphasis on. . .teacher preparation program. . .[with] a wide range of. . .doctoral and professional programs and also coordinates and conducts extensive research programs. . .consistent with state needs. . .provides lifelong learning opportunities and uses a variety of delivery methods to meet the needs of select, yet diverse, constituencies in the state and region. . ."*

*The request is consistent with multiple aspects of the SBOE approved mission in terms of graduate research that advances teacher preparation at the doctoral level with a Professional Practices emphasis that responds to lifelong learning needs of select audiences—in this case BYU faculty members.*

6. Describe how this request fits with the institution's vision and/or strategic plan.

*The request is consistent with the University's "progressive, professional stewardship" of research and its mission to "collaborate with university and external partners" and "providing instruction and expertise" needed for teaching, learning, research, and outreach. The request aligns with the University's strategic plan's Goal 1A Build and sustain competitive advantage through innovative curricula of distinction, 1A(4) Expand partnerships with governments and schools; Goal 2A Promote an environment that increases faculty engagement with interdisciplinary research, 2B(7) Enhance scholarly modes of discovery that address issues of importance to the citizens and government; Goal 3A(5) Partner with other educational institutions to enhance outreach delivery and quality, and 3B(2) Develop an array of academic and outreach programs based on community needs and University expertise.*

*The request aligns with the above as an innovative response to the needs of other state education institutions.*

7. Is the proposed program in your institution's regional 8-year plan? Indicate below.

Yes   x   No       

If not on your institution's regional 8-year plan, provide a justification for adding the program.

8. List potential ways your campus can collaborate with other institutions on this program to reduce cost and expand learning opportunities in Idaho. For example, what courses, if any, can be

*Revised 12/16/10*

*Page 5*

delivered electronically by another state institution.

*The primary collaboration in Rexburg will be with BYU Idaho. BYU Idaho may provide, through the MOU, classroom and office space, supportive tuition to its faculty members, and necessary logistical support to the UI faculty who deliver the program. We will utilize both on-line and hybrid course delivery to ensure efficiencies in program delivery. We will only deliver the program when we have a minimum cohort of 21 students and sufficient faculty resources to provide high quality advising and course delivery. We do not anticipate accepting a new cohort every year, but rather when we have a guarantee of sufficient students and capacity within faculty teaching and advising loads to offer the program to a new cohort.*

9. Explain how students are going to learn about this program and where students are going to be recruited from (i.e., within institution, out-of-state, internationally).

*Because the programs are cohort, MOU based, students will learn about the program directly, from their employers and from UI orientation meetings held on site.*

10. This section requires institutions to reference all cost savings and/or additional resources needed. (Use additional sheets if necessary.):

Estimated Fiscal Impact	FY 2011	FY 2012	FY 2013	Cumulative Total	
	Recurring	Non-Recurring	Recurring	Non-Recurring	
<b>A. Expenditures</b>					
1. Personnel	1.0 Director @ \$65k .25 staff - support or faculty @ \$9k Totals \$93,710 Part-time \$22,435 (inc benefits) Grand total \$116,145	1.0 Director @ \$65k .25 staff @ \$9k Totals \$93,710 Part-time \$45,535 (inc benefits) Grand total \$139,245	1.0 Director @ \$65k .25 staff @ \$9k Totals \$93,710 Part-time \$45,535 (inc benefits) Grand total \$139,245	1.0 Director .25 staff Part-time (inc benefits) Grand total \$394,635	
2. Operating	\$69,500	\$69,500	\$69,500	\$208,500	
3. Equipment		\$20,000		\$ 20,000	
4. Facilities	NA				
<b>Total Expenditures</b>	\$185,645	\$20,000	\$208,745	\$603,135	
				\$20,000	

### B. Source of Funds

**TAB 4 Page 11**

[illegible]



### Memorandum of Understanding

Between the University of Idaho, College of Education, and Brigham Young University, Idaho


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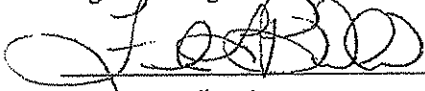
THIS AGREEMENT, effective on the date set forth below, is entered into between Brigham Young University Idaho and the University of Idaho's College of Education. The parties agree to the following:


**PURPOSE:** The purpose of this AGREEMENT is two-fold—1) to develop a working partnership between the University of Idaho and Brigham Young University Idaho which will advance the educational missions of both parties, and 2) to agree upon deliverance details of a cohort-based Education Doctorate (Ed.D.) with an emphasis in Professional Practice, to BYU Idaho faculty. To carry out this purpose, the parties agree as follows:

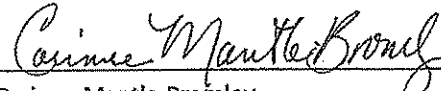
1. **Effective Date and Terms of Agreement.** This agreement becomes effective March 1, 2011, and will terminate on August 31, 2015, unless a second cohort of students is accepted in the interim.
2. **Obligations of Brigham Young University Idaho.**
  - a. Provide access to BYU Idaho faculty interested in pursuing the Ed.D. with the University of Idaho.
  - b. Support BYU Idaho faculty who are pursuing the Ed.D. by tuition subsidy.
  - c. Assist in identifying available/desirable internship opportunities for Ed.D. students.
  - d. Assist in the scheduling of Ed.D. classes at such times as the cohort can continue their employment while pursuing the degree.
  - e. Provide classroom space as deemed necessary by the students and program faculty.
3. **Obligations of the University of Idaho, College of Education and the Department of Educational Leadership and Counseling.**
  - a. Review applicants and select 21-25 students for admission to the Ed.D. cohort for Fall 2011 program start. Admission is not limited to BYU Idaho faculty; admission is solely the responsibility of University of Idaho faculty. Commencement of the initial cohort for Fall 2011 will require a minimum of 21 admitted students who have paid the first payment set out in 4.a below, and the University may elect to cancel the program prior to commencement and refund any student payments if the minimum number of admitted and paid students is not achieved.
  - b. Use clear and established criteria for admission to the program; communicate with those to be recommended for admission and those deferred in a timely manner.
  - c. Deliver the University of Idaho's Ed.D. required coursework over a three-year period, using face-to-face, hybrid, and on-line delivery systems in such fashion as the University sees fit, consistent with the College of Education's doctoral programs and the terms of this agreement.
  - d. Provide supervised internships and guided alternative dissertation research as a part of the degree program.
  - e. Consider adding a new cohort of students every other year, based on BYU Idaho faculty interest in the degree and capacity of the College of Education faculty, primarily faculty in the Department of Leadership and Counseling. Public decision due January 1 of the year a new summer cohort would be admitted.
  - f. Provide all textbooks and required program materials, along with program support and faculty advising, for the agreed upon fee.
  - g. Conduct on-going evaluation of the program to ensure it is meeting program standards as well as student expectations.
  - h. Provide local support (program advising and internship placement) to all students in the cohort.

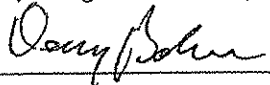
- i. Provide a "teach out" option to any enrolled student, for the balance of the student's original three year program cycle, should the program be terminated for any reason during the three-year program cycle. Continuation of the program from one cohort (three year cycle) to the next is dependent upon sufficient enrollment for the next cohort. The University of Idaho does not promise to maintain course availability for students who do not keep pace with the program three year cycle.
4. Obligations of students accepting admission to the University of Idaho's Professional Practice Ed.D.
  - a. Payment of \$30,000 to the University of Idaho, to be split into two equal payments, due on August 1 of the beginning of each academic year of the program. (Future cohorts would likely start in June, moving the payment to May 15 of both the first and the second years of the program.)
  - b. Active pursuit of the Ed.D. Students who fall behind the cohort risk ability to complete the program as there is no guarantee that the courses/program will continue beyond the existing cohort. Coursework completed in this Ed.D. program is transferrable to other College of Education, University of Idaho programs but availability of coursework in southeastern Idaho will not be guaranteed beyond that of delivery to the cohort. Should a new cohort start, continuing (but lagging) students would be able to join the new cohort on a space availability basis.
5. This agreement is subject to all applicable policies of the Board of Regents of the University of Idaho, including all necessary program approvals of the Board.
6. This agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof. No amendment, addendum or modification of this agreement is valid unless it is set forth in writing and signed by the parties.

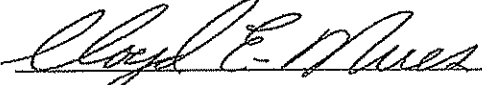
 2/4/11  
 Kelly T. Burgener Date  
 Associate Academic Vice President, Instruction  
 Brigham Young University-Idaho

 2/4/11  
 Fenton Broadhead Date  
 Academic Vice President  
 Brigham Young University-Idaho

 1-26-11  
 Russell Joki, Chair Date  
 Department of Leadership and Counseling  
 College of Education, University of Idaho

 1-24-11  
 Corinne Mantle-Bromley Date  
 Dean, College of Education, University of Idaho

 1-25-11  
 Douglas Baker Date  
 Provost, University of Idaho

 1-24-11  
 Lloyd Mues Date  
 Vice President for Finance and Administration  
 University of Idaho

BRIGHAM YOUNG  
UNIVERSITY  
IDAHO

16 March 2011

Corinne Mantle-Bromley, Ph.D.  
University of Idaho College of Education  
P.O. Box 443080  
Moscow, Idaho 83844-3080

Dear Cori,

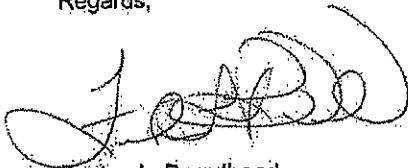
First, we want you, your faculty, and your administration to know of our appreciation for your efforts in the creation of this degree program opportunity in eastern Idaho. We are very excited to see it take shape and look forward to our first cohort. Allowing access on this side of the state to such a program is a great benefit to secondary and higher education faculty in this area. We also thank you for the excellent relations we have enjoyed over the years with the University of Idaho and with the College of Education. Our faculty who have participated have been very pleased with the quality of programs they have experienced with the University of Idaho.

I reiterate our support for the program. We are pleased to offer that support through the use of our facilities for evening and Saturday course work. Additionally, we will be making load reductions and tuition support for BYU-Idaho faculty who are accepted into this Professional Practices Doctorate of Education program.

With more than 100 faculty and employees attending your first informational meeting here last year, I sense you will have no problem filling this cohort.

I have encouraged our associate vice-president for instruction, Kelly Burgerer to continue to assist you, if you have any needs we can help with on our end.

Regards,



Fenton L. Broadhead  
Academic Vice-President

cc: Kelly Burgerer  
Larry Thurgood

ADMINISTRATIVE OFFICES | 210 KIMBALL | REXBURG, IDAHO 83460-1650 | T. 208-496-1123

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Approval of Notice of Intent to reorganize and consolidate the Department of Microbiology, Molecular Biology and Biochemistry (MMBB) between two existing colleges

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III. G. 4. b. ii.

**BACKGROUND/DISCUSSION**

The University of Idaho (UI) proposes to reorganize and consolidate their existing Department of Microbiology, Molecular Biology, and Biochemistry (MMBB). Through this request the UI will be able to create synergies in administrative structure/function and teaching/laboratory activity in both the College of Agricultural Life Sciences (CALS) and the College of Science (COS). The appropriate alignment of academic programs in departments closely infuses research with teaching and will provide a higher quality education and experience for students in both colleges. Specifically, the COS will maintain the focus and carry forward work in the fields of biological and biomedical sciences. The CALS will be able to strengthen key areas in Plant Sciences in the molecular/biochemical areas. CALS will be able to further enhance initiatives for Food Safety/Food Microbiology as part of the vision and goals of the joint WSU/UI School of Food Sciences.

The disciplinary content covered in MMBB is key to a number of areas in the sciences and in agriculture. These undergraduate and graduate degree programs are among the academically strongest and most scientifically rigorous at the UI. Moving them and faculty to the respective fields will allow for continuation of sustainable growth and academic/research success during the tight fiscal climate and provide a strong position for future opportunities.

**IMPACT**

The UI will continue to direct and obtain resources for vibrant and mission critical research areas as the land-grant for the State of Idaho. Thirteen MMBB faculty and seven MMBB academic programs currently in CALS will be relocated accordingly. Faculty: (7) to the department of Biological Sciences in the COS; (3) to the department of Plant, Soil & Entomological Sciences in the CALS; (3) to the joint WSU/UI School of Food Science in the CALS. Academic Programs: All (7) academic programs will be transferred from the CALS to the COS and administered by the department of Biological Sciences. No new resources are required; an internal reallocation between CALS and COS will be made to continue support of faculty and programs.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 20-21, 2011**

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Technical and clerical staff support positions (vacant) will not be filled and result in \$182,915 of cost savings placed toward FY2011 Agricultural Research and Extension Service base budget reduction.

**ATTACHMENTS**

Attachment 1 – Notice of Intent

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The restructure of the Department of Microbiology, Molecular Biology and Biochemistry (MMBB) will involve the relocation of 13 MMBB faculty and transfer of 7 existing academic programs currently in MMBB to the Department of Biological Sciences. The fiscal impact of this restructure is projected to be a cost savings between \$81,511- \$101,404 per year due to reduction in staff support. The University of Idaho indicates there is approximately \$446,000 in General Education funding for salaries, fringe benefits, and operating expenses that will be reallocated from the College of Agriculture and Life Sciences to the College of Science as part of this restructure. Because Board policy does not provide a clear definition of fiscal impact and what that encompasses to determine the appropriate route for approval, Board staff is recommending that the request from the University of Idaho go before the Board for approval.

The Council on Academic Affairs and Programs has reviewed the proposed reorganization and consolidation of the Department of Microbiology, Molecular Biology and Biochemistry and recommends approval as presented.

**BOARD ACTION**

I move to approve the request by the University of Idaho to reorganize and consolidate the Department of Microbiology, Molecular Biology and Biochemistry (MMBB) as presented.

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

# Idaho State Board of Education

## Academic/Professional-Technical Education

### Notice of Intent

Institution Submitting Proposal:

University of Idaho

Name of College, School, or Division:

College of Agricultural and Life Sciences (CALS)  
College of Science (COS)

Name of Department(s) or Area(s):

Microbiology, Molecular Biology and Biochemistry (MMBB)

Indicate if this Notice of Intent (NOI) is for an Academic or Professional-Technical Program

Academic XXX Professional - Technical \_\_\_\_\_

For a New, Expanded, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one), and list the title/name:

(Title of Degree or Certificate or Name of Unit)

Proposed Starting Date:

September 1, 2010Summer 2011**For New Programs:**

Program (i.e., degree) Title

260202 (Biochem)511005 (Med Tech)260502 (micro)260204 (MMBBiotech)

CIP 2010 Code

2600204 (MMBB)

(consult Institutional Researcher/Registrar)

**For Existing Programs:**

Program (i.e., degree) Title

Scott Wood9/30/10

CIP 2010 Code

John Hammel9/23/10

John Hammel/CALS; Scott Wood/COS

Date

College Dean (Institution)

John Hammel15 Nov 10

Chief Fiscal Officer (Institution)

Date

Jay BakerNov 17/2010

Chief Academic Officer (Institution)

Date

Monika11.20.10

President

Date

**For Other Instructional Activity: MMBB Department**☐ Program Component (major/minor/option/emphasis)☐ Off-Campus Program Activity☐ Instructional/Research Unit☐ Addition/Expansion☒ Discontinuance/consolidation/restructure☐ Contract Program/Collaborative☐ OtherVP Research and/or Graduate  
Dean (as applicable)

Date

State Administrator, SDPTE  
(as applicable)

Date

Patty Sanchez, Program Manager3/22/11

Chief Academic Officer, OSBE

Date

SBOE/OSBE Approval

Date

Approved Reith & Leakes  
IRSA 11/12/10

Revised 5/4/10

Page 1

TAB 5 Page 3

**Refer to Board Policy Section III.G., Program Approval and Discontinuance.**

## 1. Briefly describe the nature of the request.

The Department of Microbiology, Molecular Biology and Biochemistry (MMBB), an academic unit within the College of Agricultural and Life Sciences (CALS), will be restructured and consolidated with other academic/research units through relocation of faculty within the Department of Biological Sciences in the College of Science (COS), and the School of Food Science (SFS), and the Department of Plant, Soil and Entomological Sciences (PSES) within the CALS. This restructuring will involve the relocation of seven (7) MMBB faculty with expertise in human pathogen/disease/specificity to the Department of Biological Sciences; three (3) faculty with expertise in Plant Biochemistry/Molecular Biochemistry to the Department of Plant, Soil and Entomological Sciences; two (2) faculty with expertise in food-borne disease and one (1) faculty with expertise in protein biochemistry to the newly established joint UI/WSU School of Food Science.

## 2. Provide a statement of need for a new program or a program modification. Include (but do not limit to) the following:

- a) A projection of full-time and part-time enrollment over a three year period of time
- b) A projection of state work force needs such as job titles requiring this degree. Also include Department of Labor research on employment potential.
- c) A description of how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

This restructuring of the MMBB department through relocation/consolidation of faculty and laboratory resources is the consequence of several critical needs, primarily, this action will:

- **More effectively utilize personnel and infrastructure resources and increase efficiencies in program funding required to directly achieve large reductions in the University of Idaho and College of Agricultural and Life Sciences base budgets for FY2011, i.e. Agricultural Research and Extension Service Appropriation (~22% combined budget reduction in FY2010 and FY2011),**
- **Development of core resources for research/teaching in the area of biological and biomedical sciences, and**
- **Strengthen the Plant Sciences molecular/biochemical areas within PSES and the Food Safety/Food Microbiology areas in the newly established joint WSU/UI School of Food Sciences.**

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

- a. The academic programs, currently supported by the MMBB Department, will be relocated to the Department of Biological Sciences in the College of Science are:
  - B.S. Microbiology
  - B.S. Biochemistry
  - B.S. Molecular Biology & Biotechnology
  - B.S. Medical Technology
  - M.S. Microbiology, Molecular Biology and Biochemistry
  - Ph.D. Microbiology, Molecular Biology and Biochemistry
  - Minor in Biochemistry; Microbiology; and Molecular Biology & Biochemistry

These undergraduate and graduate degree programs are among the academically strongest and most scientifically rigorous at the University of Idaho. These programs will continue to be maintained and supported by the MMBB faculty (teaching and advising) relocated to the Department of Biological Sciences, as well as, the existing faculty within Biological Sciences within COS. These undergraduate and graduate degree programs listed above will continue under existing (***no modifications***) academic and course requirements within the College of Science and will be administered by COS. Course offerings will not be

Revised 5/4/10

Page 2



impacted by this restructuring action.

b. Faculty affiliations of MMBB faculty following restructure relocation

Department of Biological Sciences, COS

- Gustavo Arrizabalaga, Microbiology
- Douglas Cole, Biochemistry
- Elizabeth Fortunato, Microbiology
- Patricia Hartzell, Microbiology
- Jill Johnson, Microbiology
- Bruce Miller, Biochemistry
- Tanya Miura, Immunology

Department of Plant, Soil and Entomological Sciences, CALS

- Allan Caplan, Plant Biochemistry
- Zonglie Hong, Plant Biochemistry
- Fangming Xiao, Plant Molecular Genetics

School of Food Science (joint WSU/UI), CALS

- Carolyn Bohach, Food-borne Diseases/Food Microbiology
- Sam Minnich, Food Microbiology
- Andrzej Paszczynski, Protein Biochemistry

4. Identify similar programs offered within the state of Idaho or in the region by other colleges/universities. If the proposed request is similar to another program, provide a rationale for the duplication. ***This may not apply to PTE programs if workforce needs within the respective region have been established.***

Degrees offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU		n/a	
CSI		n/a	
CWI		n/a	
EITC		n/a	
ISU	bachelors	Biochemistry, Biophysics and Molecular Biology	Joint biochemistry program between departments of Biology and Chemistry
ISU	bachelors	Microbial Biochemistry, Molecular Microbiology, Medical Microbiology	Department of Biology, Program Microbiology
ISU	masters	Microbial Biochemistry, Molecular Microbiology, Medical Microbiology	Department of Biology, Program Microbiology
LCSC		n/a	

NIC		n/a	
UI			

Enrollment and Graduates (i.e., number of majors or other relevant data)

By Institution for the Proposed Program

Last three years beginning with the current year and the 2 previous years

Institution	Relevant Enrollment Data			Number of Graduates		
	Current 2010	Previous Year 2009	Previous Year 2008	Current 2009-10	Previous Year 2008-09	Previous Year 2007-08
BSU	n/a	n/a	n/a	n/a	n/a	n/a
CSI	n/a	n/a	n/a	n/a	n/a	n/a
CWI	n/a	n/a	n/a	n/a	n/a	n/a
EITC	n/a	n/a	n/a	n/a	n/a	n/a
ISU B.S. Biochemistry	45	38	38	5	3	4
ISU B.S. Microbiology	94	102	96	25	14	12
ISU M.P.A.S. Microbiology	0	0	1	0	0	0
ISU M.S. Microbiology	18	17	17	4	3	2
LCSC	n/a	n/a	n/a	n/a	n/a	n/a
NIC	n/a	n/a	n/a	n/a	n/a	n/a
UI **B.S. Biochemistry	35	37	47	6	5	12
UI B.S. Microbiology	61	71	75	11	17	15
UI B.S. Molecular Biology & Biotechnology	29	2	14	5	2	0
UI B.S. Medical Technology	0	0	0	0	0	0
UI M.S. Microbiology, Molecular Biology/Biochemistry	5	12	16	4	6	7
UI Ph.D. Microbiology, Molecular	21	24	22	3	4	2

Revised 5/4/10

Page 4

Biology/Biochemistry						
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\*\* Includes B.S. Molecular Biology/Biochemistry

**Information in Tables prepared by Archie George, Director of Institutional Planning**

5. Describe how this request is consistent with the State Board of Education's policy or role and mission of the institution.

The University of Idaho is a Land-Grant, Research Extensive University. As a land-grant institution, UI has as a primary component of its mission – Teaching, Research, and Extension/Outreach in the Agricultural Sciences and it is the primary research and graduate education institution in Idaho. Microbiology, Molecular Biology, and Biochemistry and the College of Agricultural and Life Sciences are central to the mission of the University of Idaho as a Land-Grant Institution. This restructuring is primarily aimed at increasing disciplinary core resources within units critical to the UI's mission, and more efficiently utilizing personnel and operational resources to meet base budget reductions within the Agricultural Research and Extension Service Appropriation. This restructure will significantly enhance the University of Idaho's capabilities in its core areas of the biological/medical sciences, plant sciences, and food science.

6. Describe how this request fits with the institution's vision and/or strategic plan.

Under Goal 2 – Scholarly and Creative Activity of the University of Idaho Strategic Plan – this restructure will establish administrative structures that encourage collaboration to strengthen programs to support the biological sciences in teaching and research – micro-organisms, plants, animals and humans at the University of Idaho. The impact will be primarily through reduced administrative overhead costs and through structural modifications which provide for enhanced research personnel and infrastructure, which will strengthen core disciplinary areas and the potential for collaborative research and teaching.

7. Is the proposed program in your institution's regional 8-year plan? Indicate below.

Yes   X   No       

If not on your institution's regional 8-year plan, provide a justification for adding the program.

The MBBB academic degree programs, both graduate and undergraduate, are an important component of the University of Idaho's 8-year plan and will not be impacted by this restructure.

8. List potential ways your campus can collaborate with other institutions on this program to reduce cost and expand learning opportunities in Idaho. For example, what courses, if any, can be delivered electronically by another state institution.

NA – no change in academic/research programming. COBRE and INBRE would continue to be inter-institutional within Idaho. No change to either courses offered or method of delivery.

9. Explain how students are going to learn about this program and where students are going to be recruited from (i.e., within institution, out-of-state, internationally).

NA – student recruitment/retention and communication within the University of Idaho, Idaho, nationally, and internationally will operate as in the past.

10. This section requires institutions to reference all cost savings and/or additional resources needed. (Use additional sheets if necessary.):

Estimated Fiscal Impact	FY 2011		FY 2012		FY 2013		Cumulative Total	
	Recurring	Non-Recurring	Recurring	Non-Recurring	Recurring	Non-Recurring	Recurring	Non-Recurring
<b>A. Expenditures:</b>	<b>Budget Reduction</b>		<b>Budget Reduction</b>		<b>Budget Reduction</b>		<b>Budget Reduction<sup>2</sup></b>	
1. Personnel <sup>1</sup>	(\$182,915)	\$0	\$0	\$0	\$0	\$0	(\$182,915)	\$0
2. Operating								
3. Equipment								
4. Facilities								
<b>Total Expenditures</b>	<b>(\$182,915)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$182,915)</b>	<b>\$0</b>
<b>B. Source of Funds</b>	<b>(Agricultural Research and Extension Service Appropriation)<sup>2</sup></b>							
1. Appropriated - Reallocation	(\$101,404)	\$0	(\$81,511)	\$0	\$0	\$0	(\$182,915)	\$0
2. Appropriated - New								
3. Federal								
4. Other								
<b>Total Expenditures</b>	<b>(\$101,404)</b>	<b>\$0</b>	<b>(\$81,511)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$182,915)</b>	<b>\$0</b>

<sup>1</sup> Reduction in technical and clerical staff support

<sup>2</sup> Agricultural Research and Extension Service Appropriation, College of Agricultural and Life Sciences; Captured funds shown (\$182,915) placed toward FY2011 reduction in ARES Base Budget, 9.8% or \$2.4 Million; total combined for FY2010 and FY2011 – 22% or \$5.6 Million. (Approximately \$446,000 salaries/fringe benefits/operating in Gen Ed funding will be reallocated from CALS to College of Science/Biological Sciences in this restructure).

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 20-21, 2011**

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**SUBJECT**

First Reading, Proposed amendments to Board Policy III.I., Roles and Missions

**BACKGROUND/DISCUSSION**

As part of Board staff's review and clarification of Board Policy III.Z., staff determined multiple policies under Section III will require clarification and alignment. Board Policy Section III.I., Roles and Missions will be the first in a series of policy modifications to ensure consistency and alignment among the policies under Section III: Postsecondary Affairs.

Board Policy III.I., Roles and Mission was last updated in 2002. Since that time the State Board of Education updated Board Policy I.M., Annual Planning and Reporting and the Northwest Commission on Colleges and Universities (NWCCU) also revised the accreditation requirements for institutions they accredit. In particular, NWCCU Standard One: Mission, Core Themes, and Expectations requires that institutions have "a widely published mission statement – approved by its governing board – that articulates a purpose appropriate for an institution of higher learning, gives direction for its efforts, and derives from, and is generally understood by, its community." Institutions are required to define and report on mission fulfillment "in the context of its purpose, characteristics, and expectations."

The changes made by NWCCU from a five and ten year review cycle to a seven year cycle with reporting requirements for Standard One being made in year one, Standard Two in year three, Standards Three and Four in year Five, and Standard Five in year seven are more prescriptive and time-intensive for the institutions. In very general terms, the new accreditation standards provide for a continuous improvement process that requires regular review and improvement of an institution's mission and core themes, the application of mission and core themes into clear objectives with the potential to fulfill such, and evaluation of the results of institutional efforts to fulfill its mission. As part of the NWCCU revised accreditation requirements the public institutions are on a revised accreditation cycle that requires the public institutions to submit their Year One reports by either March 2, 2011 or September 15, 2011. At this time Eastern Idaho Technical College and the other community colleges submitted their Year One report March 2, 2011, and the four-year institutions will submit their Year One report September 15, 2011.

**IMPACT**

The proposed policy changes will clarify the process and procedures for use of vision and mission and meet the NWCCU accreditation requirements.

**ATTACHMENTS**

Attachment 1 – Board Policy III.I., Roles and Missions

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
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**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the first reading of Board Policy III.I., Roles and Missions.

**BOARD ACTION**

I move to approve the first reading of the proposed amendments to Board Policy III.I., Roles and Missions as submitted.

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

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**  
 SECTION: III. POSTSECONDARY AFFAIRS  
 I. Roles and Missions

~~April 2002~~April 2011

**I. Roles and Missions**

The purpose of this policy is to recognize the distinct and unique roles and missions of Idaho's state public postsecondary institutions consistent with the State Board of Education's (Board) statewide Vision and Mission, Strategic Plan, and the Statewide Program responsibility assigned to each institution. Identifying the distinct roles and missions of Idaho's postsecondary institutions leads to efficient utilization of available resources, informs planning of new resources in a way that fosters collaboration rather than competition, and reduces mission overlap and unnecessary program duplication.

~~1. Postsecondary Education~~State Board of Education — Vision and Mission and Scope

~~From time to time, the~~The Board shall adopts a formal statement of ~~its Vision and mission~~Mission and scope for postsecondary education in the state as part of its strategic planning process, incorporating both academic and ~~vocational~~professional-technical elements—, which ~~Any alteration of this statement is subject to Board approval. The official copy of the Board-approved "Mission and Scope Statement for Postsecondary Education" is kept on file at the Office of the State Board of Education~~shall be incorporated into the Board's Strategic Plan.

2. Assignment of Institutional Role and Mission

Every seven years, consistent with the accreditation cycle of the Northwest Commission on Colleges and Universities (NWCCU), each state public postsecondary institution shall submit to the Board for approval a mission statement for such institution. Any alteration to an institution's mission statement is subject to Board approval. An institution's mission statement must be in alignment with the Board Vision and Mission, Board Strategic Plan, and institutional Statewide Program responsibility. As identified in the NWCCU Standards, institutional mission statements must also clearly articulate institutional purpose. An institution's vision and mission statement must be published in the institution's annual catalogue.

a. Procedural Requirements

Any proposal to add to, delete from, or alter a Board approved institutional mission statement must be submitted to the Presidents' Council, then to the Policy, Planning and Governmental Affairs Committee, for review and recommendation prior to Board consideration. The Board may revise an institution's mission statement on its own initiative and at its discretion.

2. Institutions — Role and Mission

~~From time to time, the Board adopts a formal statement of role and mission for each institution. Any alteration of these statements is subject to Board approval. An official copy of each institution's statement is kept on file in the office of the Chief Executive Officer of the institution and at the Office of the State Board of Education and is published in the institution's catalogue.~~

3. Procedural Requirements

~~Any proposal to add to, delete from, or alter a Board approved mission and scope statement or an institutional role and mission statement will be submitted to the Instruction, Research and Student Affairs Committee, then to the Presidents' Council, for review and recommendation prior to Board~~

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~~consideration. However, the Board reserves the right to revise either the mission and scope statement or an institutional role and mission statement on its own initiative and at its discretion.~~

~~4. Institutional Long Range Plans~~

~~Consistent with the institutional statement of role and mission adopted by the Board and the Board's statement of mission and scope, each institution develops a strategic plan outlining long range goals, short range objectives, and implementation strategies for responding to the needs of its constituents. The plan must receive prior Board approval, must be updated annually to reflect any fiscal or other constraints and opportunities, and must be linked to the institution's program review and budget request processes. Major elements of the plan will include the environment within which the institution operates; identification of institutional priorities; program review process recommendations as the basis for program development, expansion, or realignment; and measures to ensure quality, efficient use of state resources, and responsiveness to clients.~~

~~4. Community Colleges~~

With the exception of Annual Planning and Reporting as identified in Section I. Subsection M. of the Idaho State Board of Education Governing Policies and Procedures, and consistent with Section III. Subsection A., North Idaho College, the College of Southern Idaho, and the College of Western Idaho operate in accordance with policies established by their respective boards of trustees and are therefore excluded from the aforementioned requirements.

~~5. Statewide Long Range Plan~~

~~Consistent with its statement of mission and scope, the Board will develop a strategic plan outlining the goals, objectives, and implementation strategies necessary for the responsible management of the state system of postsecondary education. Updated periodically to reflect fiscal or other constraints and opportunities, the plan will be prepared by Board staff in consultation with the institutions and the Board's committees. The plan will be linked to the Board's budget request process, and major elements of the plan will include the environment within which postsecondary education operates; identification of system priorities; and measures to ensure quality, efficient use of state resources, and responsiveness to the citizens of Idaho.~~



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**SUBJECT**

First Reading, Proposed amendments to Board Policy III.Z., Delivery of Postsecondary Education - Planning and Coordination of Academic Programs and Courses

**REFERENCE**

August 15, 2003

Board approved Second Reading of Board Policy III.Z., Delivery of Postsecondary Education – Planning and Coordination of Academic Programs and Courses

**BACKGROUND/DISCUSSION**

In August 2003, the State Board of Education adopted Board Policy Section III.Z., Delivery of Postsecondary Education, which was intended to provide guidance and direction to public postsecondary institutions on the planning and delivery of educational programs.

The purpose of Policy III.Z. is to ensure all of Idaho's public postsecondary institutions meet the educational and workforce needs of the State through program planning, alignment, and collaboration and coordination. The policy outlines the process and procedures for planning and delivery of both Statewide and Regional Programs. As part of this process, the institutions are required to submit to the Office of the State Board of Education Plans for the proposed delivery of Statewide and Regional Programs for a projected period of five years. This is a change from an eight year program plan requirement to a five year program plan requirement. The Office of the State Board of Education will use the institutional plans to prepare a comprehensive Five-Year plan of current and proposed Statewide and Regional programs offered by the public institutions. The Office of the State Board of Education then submits the Five-Year Plan to the Board for their approval. The Five-Year Plan is intended to serve as the foundation for advising and informing the Board in their efforts to coordinate educational programs throughout the State.

In May, 2010, the Board requested staff to evaluate Board Policy III.Z, put a plan in place for the management of postsecondary programs and, if necessary, clarify III.Z. After staff reviewed the policy it was determined that some areas of clarification were necessary. Staff drafted changes, working with the Instruction, Research, and Student Affairs Committee and the Council on Academic Affairs and Programs to reorganize and clarify the policy.

**IMPACT**

The proposed policy changes will allow for ease of implementation by the public postsecondary institutions and the Office of the State Board of Education, based on the original intent of the policy. Implementation of this policy will then reinforce the mechanisms for institutions to cooperate on the development of programs

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while promoting the use of existing courses, infrastructure, and student services to limit duplication of resources.

**ATTACHMENTS**

Attachment 1 – Red-lined version of Board Policy Board Policy III.Z., Planning and Delivery of Postsecondary Programs	Page 3
Attachment 2 – Clean version of Board Policy Board Policy III.Z., Planning and Delivery of Postsecondary Programs	Page 23

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the First Reading of Board Policy III.Z. Planning and Delivery of Postsecondary Programs as presented.

**BOARD ACTION**

I move to approve the first reading of the proposed amendments to Board Policy III.Z., Planning and Delivery of Postsecondary Programs as submitted.

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

## Idaho State Board of Education

## GOVERNING POLICIES AND PROCEDURES

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SUBSECTION: Z. Planning and Delivery of Postsecondary Education ProgramsApril 2005April 2010~~Z. Delivery of Postsecondary Education—Planning and Coordination of Academic Programs and Courses~~

The purpose of this policy is to ensure that Idaho's public postsecondary institutions and community colleges meet the educational and workforce needs of the state through academic planning, ~~alignment of programs and courses~~, and the collaboration and coordination of programs. This subsection shall apply to University of Idaho, Boise State University, Idaho State University, Lewis-Clark College, Eastern Idaho Technical College, College of Southern Idaho, College of Western Idaho, and North Idaho College. Programs shall consist of a systematic, usually sequential, grouping of courses (i.e., curricula) that provides the student with the knowledge and competencies required for an academic certificate, an associate, baccalaureate, master's, specialist, or doctoral degree. It is the intent of the State Board of Education (the "Board") to optimize the delivery of academic programs while allowing institutions to grow and develop consistent with their vision and mission with an appropriate alignment of strengths and sharing of resources.

~~This policy anticipates the use of academic plans. Academic planning to~~ advise and inform the Board in its ~~work to~~ planning and coordinate ion of educational programs in a manner that enhances access to quality programs ~~and courses~~, while concurrently increasing efficiency, avoiding unnecessary duplication and maximizing the cost-effective use of educational resources. As part of this process, the Board ~~intends to more clearly hereby identify~~ identifies, and ~~reinforces and strengthen~~ the responsibilities of the institutions governed by the Board to deliver respective statewide Statewide missions Programs of the institutions governed by the Board. The provisions set forth herein ~~are intended to~~ serve as fundamental principles underlying the planning and delivery of postsecondary education programs pursuant to each institution's assigned responsibility for Statewide and Regional Programs through collaborative and cooperative agreements, or memorandums of understanding, between and among the institutions.

~~The Board acknowledges and supports the role of oversight and advisory councils to assist in coordinating, on an ongoing basis, the operational aspects of delivering postsecondary education within a service region in accordance with the terms of the memorandums of understanding entered into between the institutions and consistent with this policy.~~

This policy is not applicable to programs or courses offered at a distance through electronic means, correspondence or continuing education courses, or dual enrollment courses for secondary education.

## 1. Definitions

- a. "Statewide Program" shall mean a program assigned to an institution that the Board has determined meets a particular educational and workforce need in all regions of the state.

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- b. “Regional Program” shall mean any other program that is not a Statewide Program delivered by an institution in its assigned service region as defined in Section III.L.3.
- c. “Designated Institution” shall mean an institution whose main campus is located in a service region as identified in Section III.L.3.
- d. “Partnering Institution” shall mean either an institution without a responsibility to deliver a Statewide Program that, pursuant to a Memorandum of Understanding, offers Statewide Programs, or an institution whose main campus is outside of a Designated Institution’s identified service region that, pursuant to a Memorandum of Understanding, offers Regional Programs in such service region.

a. ~~Statewide Mission~~

~~A statewide mission denotes that the institution is assigned by the Board to offer and deliver a program in order to meet a particular educational and workforce need in all regions of the state. A statewide mission describes an institution’s responsibility for instructional programs that are unique with regard to academic focus. A unique program or course is defined as an academic or vocational program or course, which is offered by and available at only one of the institutions under the governance of the Board. Statewide missions are assigned to institutions by the Board through the role and mission statements.~~

b. ~~Regional Mission~~

~~A regional mission describes an institution’s responsibility for instructional programs pertaining to identified educational and workforce needs of primary service regions (identified in Section III, Subsection L. of the Idaho State Board of Education Governing Policies and Procedures). Because similar educational and workforce needs may exist in multiple service regions, programs that are part of an institution’s regional mission may be duplicated by other institutions within other service regions.~~

2. Planning and Delivery Process and Requirementsa. Planningi. Five-Year Plan

The Office of the State Board of Education (OSBE) shall create and maintain a rolling five (5) year academic plan (Five-Year Plan) that describes all current and proposed programs offered or to be offered by the public, postsecondary institutions and community colleges. The Five-Year Plan shall be compiled from the institutional plans provided by the public, postsecondary institutions and community colleges. OSBE shall review and update the Five-Year Plan every two years through the following processes.

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Each institution shall create and submit to OSBE a rolling five (5) year academic plan, to be updated every two years, that describes all proposed programs and services to be offered in alignment with each institution's responsibility to deliver Statewide and Regional Programs (the Plan). Plans shall be developed pursuant to a process of collaboration and communication with the other institutions in the state.

1) Statewide Program Plan

It is the responsibility of the institution assigned a Statewide Program to plan for and determine the best means to deliver such program. Each institution assigned a Statewide Program shall create and maintain in its Plan the proposed programs to be offered to respond to the workforce and educational needs of the state relating to such Statewide Program assignment. At a minimum, for new Statewide Programs, each Plan shall include the following:

- A needs assessment pursuant to guidelines developed by the Board's Chief Academic Officer (CAO).
- A description of the Statewide Programs to be delivered throughout the state and the resources to be employed.
- A description of the Statewide Programs offered, or to be offered, by a Designated or Partnering Institution.
- A summary of the terms of Memorandums of Understanding (MOU's), if any, entered into between the institution with responsibility to deliver such Statewide Program and the Partnering Institution pursuant to Subsection b.iii. below.
- If it is anticipated that the Statewide Program is to be delivered pursuant to an agreement with a Designated or Partnering Institution, within three (3) years of approval of the Plan, then the description shall include a timeline for delivery of the program, a summary of the anticipated costs of delivery and resources, including facility needs and costs.

2) Regional Program Plan

It is the responsibility of the Designated Institution to plan for and determine the best means to deliver a Regional Program. A Designated Institution shall create and maintain in its Plan the proposed programs to be offered to respond to the educational and workforce needs of its service region. It is intended that the

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Designated Institution communicate and collaborate with other institutions located outside of the service region in developing its Plan. If, in the course of developing or updating its Plan, the Designated Institution identifies a need for the delivery of a program within its service region, and the Designated Institution is unable to provide the program, then the Designated Institution shall coordinate with a Partnering Institution (including institutions responsible for a Statewide Program if applicable) located outside of the service region to deliver the program in the service region in accordance with Subsection b.ii.1). below. The Plan developed by a Designated Institution shall include at a minimum the following:

- A needs assessment that identifies the ongoing and future workforce and educational needs of the region.
- A description of the academic programs to be delivered in the service region, or outside of the service region, by the Designated Institution and the resources to be employed.
- A description of Regional Programs offered, or to be offered, in the service region by Partnering Institutions, including any anticipated transition of programs to the Designated Institution.
- A description of Statewide Programs to be offered in the service region by an institution with responsibility to deliver a Statewide Program, or by the Designated Institution in coordination with the institution responsible for the delivery of such.
- A summary of the terms of MOU's, if any, entered into between the Designated Institution and any Partnering Institutions pursuant to Subsection b.iii. below. If it is anticipated that the program shall be offered within three (3) years of approval of the Plan, the description shall include a summary of the anticipated costs of delivery and the resources and support required for delivery of the programs, including facility needs and costs.

### 3) Plan Updates

Every two years, on a schedule to be developed by the CAO, Plans shall be updated and submitted to the Council for Academic Affairs and Programs (CAAP) for review, discussion and coordination among CAAP members. Institutions shall use the template developed by the CAO for submission of the Plans. Upon submission of the Plans to OSBE, the CAO shall review the Plans to optimize collaboration and coordination among the institutions, ensure the efficient use of resources and the avoidance of unnecessary duplication of programs. In the event the CAO recommends material

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changes, the CAO shall submit those recommendations to CAAP for discussion prior to inclusion in the Five-Year Plan. The CAO shall then provide recommendations to the Board for enhancements, if any, to the Plans at a subsequent Board meeting. Board approval of the Plan acts as a roadmap for institutional planning, and institutions are still required to follow the standard program approval process as identified in Board policy.

The requirements of this policy relating to the approval and discontinuance of programs are intended to apply in addition to the requirements of Section III.G.

b. Delivery of Programsi. Statewide Program Delivery

Boise State University shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

<u>Program Name</u>	<u>Degrees</u>
<u>Public Policy</u>	<u>M.S., Ph.D.</u>
<u>Public Administration</u>	<u>Ph.D.</u>
<u>Urban Studies</u>	<u>M.S., Ph.D.</u>
<u>Urban Regional Planning</u>	<u>M.S., Ph.D.</u>
<u>Social Work (Southeast Region—shared with ISU)</u>	<u>M.S.W.</u>
<u>Social Work</u>	<u>Ph.D.</u>

Idaho State University shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

<u>Program Name</u>	<u>Degrees</u>
<u>Audiology</u>	<u>M.S., Ph.D.</u>
<u>Physical Therapy</u>	<u>M.S., Ph.D.</u>
<u>Occupational Therapy</u>	<u>M.S., M.O.T.</u>
<u>Pharmaceutical Science</u>	<u>M.S., Ph.D.</u>
<u>Pharmacy Practice</u>	<u>Pharm.D.</u>
<u>Nursing (Southwest shared w/ BSU)</u>	<u>M.S.</u>
<u>Nursing</u>	<u>Ph.D.</u>
<u>Physician Assistant</u>	<u>M.P.A.S.</u>
<u>Speech Pathology</u>	<u>M.S.</u>
<u>Deaf Education</u>	<u>M.S.</u>
<u>Educational Interpreting</u>	<u>B.S.</u>
<u>Master of Health Education</u>	<u>M.H.E.</u>
<u>Master of Public Health</u>	<u>M.P.H.</u>
<u>Geomatics (Surveying)</u>	<u>M.S.</u>
<u>Health Physics</u>	<u>B.S., M.S.</u>

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<u>Dental Hygiene</u>	<u>B.S., M.S. (currently delivered in Boise)</u>
<u>Clinical Lab Science</u>	<u>B.S., M.S.</u>

University of Idaho shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

<u>Program Name</u>	<u>Degrees</u>
<u>Law</u>	<u>J.D.</u>
<u>Architecture</u>	<u>M.S., B.Arch</u>
<u>Landscape Architecture</u>	<u>M.S., B.S.</u>
<u>Interior Design</u>	<u>M.S.</u>
<u>Agriculture</u>	
• <u>Animal Science</u>	<u>B.S., M.S.</u>
• <u>Plant Science</u>	<u>M.S., Ph.D.</u>
• <u>Agricultural Economics</u>	<u>B.S., M.S.</u>
• <u>Food Science</u>	<u>B.S., M.S., Ph.D.</u>
• <u>Veterinary Science</u>	<u>M.S., DVM</u>
<u>Natural Resources</u>	
• <u>Forestry &amp; Forest Products</u>	<u>B.S., M.S. (Distance Ed)</u>
• <u>Wildlife</u>	<u>B.M.</u>
• <u>Fisheries (Resources)</u>	<u>B.S., M.S.</u>
• <u>Conservation Science</u>	<u>B.S., M.S.</u>
• <u>Range Science</u>	<u>B.S., M.S.</u>

Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, College of Western Idaho and College of Southern Idaho do not have a responsibility to deliver Statewide Programs.

ii. Regional Program Delivery

A Designated Institution shall have the responsibility to assess and ensure the Regional Program delivery for all educational programs within its assigned service region.

1) Program Offerings by Partnering Institutions

If a Partnering Institution (other than an institution with responsibility for the delivery of a Statewide Program) identifies a service region program not identified, or anticipated to be identified, in a Designated Institution's Plan, and the Partnering Institution wishes to offer such program in the Designated Institution's service region, then the Partnering Institution may communicate with the Designated Institution for the purpose of allowing the Partnering Institution to deliver such program in the service region and to include the program in the Designated Institution's Plan. In order to include the program in the Designated Institution's Plan, the Partnering Institution must demonstrate the need within the



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service region for delivery of the program, as determined by the Board (or by the Administrator of the Division of Professional Technical Education in the case of professional-technical level programs). In order to demonstrate the need for the delivery of a program in a service region, the Partnering Institution shall complete and submit to the Chief Academic Officer of the Designated Institution, to CAAP and to OSBE, in accordance with a schedule to be developed by the CAO, the following:

- A study of business and workforce trends in the service region indicating anticipated, ongoing demand for the educational program to be provided.
- A survey of potential students evidencing demand by prospective students and attendance sufficient to justify the short-term and long-term costs of delivery of such program.
- A complete description of the program requested to be delivered, including a plan for the delivery of the program, a timeline for delivery of the program, the anticipated costs of delivery, the resources and support required for delivery (including facilities needs and costs), and program syllabuses.

## 2) Designated Institution's First Right to Offer a Program

The Designated Institution shall have a first right to offer a program in the event the Partnering Institution has submitted the information set forth above to the Chief Academic Officer of the Designated Institution in a timely manner (in accordance with a schedule to be determined by the CAO) for inclusion in the Designated Institution's Plan, and a need is demonstrated by the Partnering Institution for such program in the service region, as determined by the Board (or by the Administrator for the Division of Professional Technical Education in the case of professional-technical level programs), or prior to the submission of an updated Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region.

The Designated Institution must within six (6) months (three (3) months in the case of associate level or professional-technical level programs) determine whether it will deliver such program on substantially the same terms (with respect to content and timing) described by the Partnering Institution. In the event the Designated Institution determines not to offer the program, the Partnering Institution may offer the program according to the terms stated, pursuant to an MOU to be entered into with the Designated Institution. If the Partnering Institution materially changes the terms and manner in which the program is to be delivered, the Partnering Institution shall provide written notice to the Chief Academic Officer of the Designated Institution and to the CAO of such changes and the Designated Institution shall be afforded the opportunity again to review

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the terms of delivery and determine within three (3) months of the date of notice whether it will deliver such program on substantially the same terms.

iii. Memorandums of Understanding

A memorandum of understanding (MOU) is an agreement between two or more institutions offering programs within the same service region that details how such programs will be delivered in a collaborative manner. An MOU is intended to provide specific, practical details that build upon what has been provided in each institution's Plan. When a service region is served by more than one institution, an MOU shall be developed between such institutions as provided herein and submitted to the CAO for review and approval by the Board. Each MOU is to be entered into based on the following guidelines, unless otherwise approved by the Board.

If an institution with responsibility to deliver a Statewide Program has submitted the information set forth above to a Designated Institution and OSBE in a timely manner (as determined by the CAO) for inclusion in the Designated Institution's Plan, then the Designated Institution shall identify the program in its Plan and enter into an MOU with the institution responsible for delivery of a Statewide Program in accordance with this policy. If, prior to the submission of an updated Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region, then upon Board approval the institution responsible for the delivery of a Statewide Program and the Designated Institution shall enter into an MOU for the delivery of such program in accordance with the provisions of this policy.

For programs offered by a Partnering Institution (whether an institution responsible for the delivery of a Statewide Program, or otherwise) within a municipal or metropolitan area that encompasses the campus of a Designated Institution.

iv. Facilities

Offerings shall be conducted in facilities located on the campus of the Designated Institution to the extent the Designated Institution is able to provide adequate and appropriate facilities (taking into account financial resources and programmatic considerations), or in facilities immediately adjacent to the campus of the Designated Institution. Renting or building additional facilities shall be allowed only upon Board approval, based on the following:

- The educational and workforce needs of the local community demand a separate facility as demonstrated in a manner similar to that set forth in Subsection b.ii.1). above, and

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- The use or development of such facilities are not inconsistent with the Designated Institution's Plan.

Facilities rented or built by a Partnering Institution (whether an institution responsible for the delivery of a Statewide Program, or otherwise) on, or immediately adjacent to, the "main" campus of a Designated Institution may be identified (by name) as a facility of the Partnering Institution, or, if the facility is rented or built jointly by such institutions, as the joint facility of the Partnering Institution and the Designated Institution. Otherwise, facilities utilized and programs offered by one or more Partnering Institutions within a service region shall be designated as "University Place at (name of municipality)."

For programs offered by a Partnering Institution (whether an institution responsible for the delivery of a Statewide Program, or otherwise) within a municipality or metropolitan area encompassing a campus of a Designated Institution, to the extent programmatically possible, auxiliary services (including, but not limited to, bookstore, conference and other auxiliary enterprise services) and student services (including, but not limited to, library, information technology, and other auxiliary student services) shall be provided by the Designated Institution. To the extent programmatically appropriate, registration services shall also be provided by the Designated Institution. It is the goal of the Board that a uniform system of registration ultimately be developed for all institutions governed by the Board. The Designated Institution shall offer these services to students who are enrolled in programs offered by the Partnering Institution in the same manner, or at an increased level of service, where appropriate, as such services are offered to the Designated Institution's students. An MOU between the Designated Institution and the Partnering Institution shall outline how costs for these services will be allocated.

v. Duplication

Program offerings shall not unnecessarily duplicate those currently offered at the campus of the Designated Institution. If courses necessary to complete a program are offered by the Designated Institution, they shall be used and articulated into the program.

~~2. Responsibilities Related to Statewide Missions~~

~~It is the responsibility of each institution assigned a statewide mission by the Board to assess and ensure the delivery of all statewide mission programs and courses necessary to meet the educational and workforce needs associated with the statewide mission throughout the state.~~

~~3. Responsibilities Related to Regional Missions~~

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~~It is the responsibility of each designated institution within a primary service region (identified in Section III, Subsection L. of the Idaho State Board of Education Governing Policies and Procedures) (a “designated institution”) to assess and ensure the delivery of all educational programs, courses and services necessary to meet the educational and workforce needs within its primary service region. Delivery of educational programs and services will include the provision of programs and courses that are regional in nature by the designated institution and partnering institutions and the provision of programs and courses that are identified as statewide missions by institutions assigned a statewide mission responsibility.~~

~~4. Academic Planning Process~~~~a. General Provisions~~

- ~~(1) Each institution will create and maintain an eight (8) year rolling, academic plan that describes the programs, courses and services to be offered by the institution and by other public, postsecondary institutions governed by the Board to respond to the educational and workforce needs of the state, or a service region, as appropriate (with respect to each institution, the “Plan”). Plans should be developed pursuant to a process of collaboration and communication with and among the other institutions within the state.~~
- ~~(2) Plans will be submitted to the Office of the Idaho State Board of Education (“OSBE”) for review and approval by the Idaho State Board of Education (the “Board”) in accordance with a schedule to be developed by the Chief Academic Officer of the Board (the “CAO”). Plans will be submitted first to the Council for Academic Affairs and Programs (“CAAP”) at least sixty (60) days prior to submission to OSBE for review, discussion and coordination among CAAP members. Upon submission of the Plans to OSBE, the CAO will review the Plans for the purpose of optimizing through collaboration and coordination among the institutions the cost effective delivery of quality programs and courses, access to such programs and courses, the avoidance of duplication of programs and courses and the efficient use of resources. The CAO will provide recommendations to the Board for enhancements, if any, to the Plans, no later than thirty (30) days prior to approval by the Board. The Plans will be used to advise and inform the Board in its work to plan and coordinate educational programs throughout the state. Each institution will be responsible for updating its Plan as follows:~~
  - ~~i. Plans pertaining to the delivery of programs and courses for baccalaureate degrees and postgraduate degrees will be updated and submitted to CAAP and OSBE every two (2) years in accordance with a schedule to be developed by the CAO and in accordance with the timelines set forth above.~~

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- ~~ii. Plans pertaining to the delivery of programs and courses for associate level degrees or professional technical degrees or certificates may be updated and submitted to CAAP and OSBE on an as needed basis in accordance with a schedule to be developed by the CAO. Plans for these programs and courses will be approved by the CAO.~~

- ~~(3) The CAO will develop an academic plan form to be used by institutions as a guide for providing the information requested herein.~~

b. ~~Statewide Mission Planning Process~~i. ~~Statewide Mission Plan~~

~~Each institution assigned a statewide mission will create and maintain a Plan that describes the programs and services to be offered to respond to the workforce and educational needs of the state relating to the institution's statewide mission. Each plan will include at least the following:~~

- ~~(a) A needs assessment that identifies the ongoing and future workforce and educational needs of the state relating to the institution's statewide mission.~~
- ~~(b) A description of the statewide mission programs and courses to be delivered throughout the state by the mission owning institution and the resources to be employed.~~
- ~~(c) A description of the statewide mission programs and courses offered, or to be offered, by institutions not assigned the statewide mission.~~
- ~~(d) A summary of the terms of memorandums of understanding (MOU's), if any, entered into between the statewide mission owning institution and partnering institutions pursuant to Section 4 below. If it is anticipated that the program or course will be offered within three (3) years of approval of the Plan, the description will include a summary of the anticipated costs of delivery and the resources and support required for delivery of the programs and courses, including facility needs and costs.~~

ii. ~~Statewide Mission Program or Course in a Service Region~~

~~If a statewide mission owning institution identifies a need for the delivery of a statewide mission program or course within a service region, and that program or course is not identified, or anticipated to be identified, by the designated institution in its Plan, the statewide mission owning institution will communicate with the designated institution (in accordance with a schedule to be determined by the CAO) for the purpose of including the same in the designated institution's Plan. It is~~

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~~intended that statewide mission programs or courses be included in the designated institution's Plan, as updated, and that the statewide mission owning institution and the designated institution collaborate and coordinate during the planning process. To facilitate this process, the statewide mission owning institution will deliver to the Chief Academic Officer of the designated institution and OSBE a description of the program or course intended to be delivered, including a plan for the delivery of the program or course, a timeline for delivery of the program or course, the anticipated costs of delivery and the resources and support required for delivery, including facilities needs and costs.~~

~~iii. MOU with Designated Institution~~

~~If an institution having a statewide mission program or course has submitted the information set forth in Subsection 2 above to a designated institution and OSBE in a timely manner (in accordance with a schedule determined by the CAO) for inclusion in the designated institution's Plan, then the designated institution will identify the program or course in its Plan and enter into an MOU with the statewide mission owning institution for the delivery of such program or course in accordance with this policy. If, prior to the submission of an updated Plan by the designated institution, it is determined by the Board that an emergency need has arisen for such program or course in the service region, then upon Board approval the statewide mission owning institution and the designated institution will enter into an MOU for the delivery of such program or course in accordance with the provisions of this policy.~~

~~c. Regional Planning Process~~

~~(1) Designated Institution Plan~~

~~The designated institution in a primary service region (identified in Section III, Subsection L. of the Idaho State Board of Education Governing Policies and Procedures) will create and maintain a Plan that describes the programs and courses to be offered to respond to the educational and workforce needs of its primary service region. It is intended that designated institutions communicate and collaborate with other institutions located outside of the service region in developing its Plan. If, in the course of developing or updating its Plan, the designated institution identifies a need for the delivery of a program or course within its service region, and the designated institution is unable to provide the program or course, the designated institution will coordinate with an institution located outside of the service region (a "partnering institution") to deliver the program or course in the service region. This will be done pursuant to an MOU to be entered into between the designated institution and the partnering institution in accordance with Section 4 below. Each Plan developed by a designated institution will include at least the following:~~

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- ~~(a) A needs assessment that identifies the ongoing and future workforce and educational needs of the region.~~
  - ~~(b) A description of the academic programs and courses to be delivered in the service region, or outside of the service region, by the designated institution and the resources to be employed.~~
  - ~~(c) A description of regional mission programs and courses offered, or to be offered, in the service region by partnering institutions, including any anticipated transition of programs or courses to the designated institution.~~
  - ~~(d) A description of statewide mission programs and courses to be offered in the service region by the statewide mission owning institution or by the designated institution.~~
  - ~~(e) A summary of the terms of MOU's, if any, entered into between the designated institution and partnering institutions pursuant to Section 4 below. If it is anticipated that the program or course will be offered within three (3) years of approval of the Plan, the description will include a summary of the anticipated costs of delivery and the resources and support required for delivery of the programs and courses, including facility needs and costs.~~
- ~~(2) Program and Course Offerings by Partnering Institutions~~

~~If a partnering institution identifies a regional mission program or course not identified, or anticipated to be identified, in the designated institution's Plan, and the partnering institution wishes to offer such program or course in the service region, the partnering institution may communicate with the designated institution for the purpose of including the program or course in the designated institution's Plan. In order to include the program or course in the designated institution's Plan, the partnering institution must demonstrate the need within the service region for delivery of the program or course, as determined by the Board (or by the CAO in the case of associate level or professional technical level programs or courses). In order to demonstrate the need for the delivery of a program or course in a service region, the partnering institution will complete and submit to the Chief Academic Officer of the designated institution, to CAAP and to OSBE, in accordance with a schedule to be developed by the CAO, the following:~~

- ~~1) A study of business and work force trends in the service region indicating anticipated, ongoing demand for the educational program or course to be provided.~~



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- ~~2) A survey of potential students evidencing demand by prospective students and attendance sufficient to justify the short term and long term costs of delivery of such program or course.~~
- ~~3) A complete description of the program or course requested to be delivered, including a plan for the delivery of the program or course, a timeline for delivery of the program or course, the anticipated costs of delivery, the resources and support required for delivery (including facilities needs and costs), and program or course syllabuses.~~
- ~~(3) Designated Institution's Opportunity to First Offer a Program or Course if,~~
- ~~(a) (i) the partnering institution has submitted the information set forth in Subsection 2 above to the Chief Academic Officer of the designated institution in a timely manner (in accordance with a schedule to be determined by the CAO) for inclusion in the designated institution's Plan, (ii) a need is demonstrated by the partnering institution for such program or course in the service region, as determined by the Board (or by the CAO in the case of associate level or professional technical level programs or courses); or~~
- ~~(b) Prior to the submission of an updated Plan by the designated institution, it is determined by the Board that an emergency need has arisen for such program or course in the service region, then, the designated institution must within six (6) months (three (3) months in the case of associate level or professional technical level programs or courses) determine whether it will deliver such program on substantially the same terms (qualitatively and quantitatively) described by the partnering institution. In the event the designated institution determines not to offer the program or course, the partnering institution may offer the program or course according to the terms stated, pursuant to an MOU to be entered into with the designated institution. If the partnering institution materially changes the terms and manner in which the program or course is to be delivered, the partnering institution will provide notice to the Chief Academic Officer of the designated institution and to the CAO of such changes and the designated institution will be afforded the opportunity again to review the terms of delivery and determine within three (3) months of the date of notice whether it will deliver such program on substantially the same terms.~~

vi. ~~d.~~ Program Transitions

~~In order to appropriately balance (i) the ability of institutions to grow and develop programs and courses in accordance with their statewide mission or according to their service region mission, (ii) the desire that programs and courses be delivered to meet workforce and educational needs, and (iii) the reduction of costs and alignment of educational resources, it is the intent of the Board that, to the extent possible,~~



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~~designated institutions, partnering institutions and statewide mission owning institutions plan and coordinate the delivery of programs and courses anticipated to be offered by such institutions, but not currently identified in the designated institution's, partnering institution's or statewide mission owning institution's Plans. This should be achieved first in the process of developing an institution's Plan.~~

~~In the event (i) a~~An institution responsible for a ~~statewide Statewide or Regional mission Program may plan and~~ owning institution intends to ~~develop the capacity to offer a statewide such mission program or course within a service region~~ where such program is ~~currently being offered by the designated institution or a partnering institution, or (ii) a designated institution intends to develop the capacity to offer a program or course that is being offered within its service region by a partnering institution (other than a program or course offered by a statewide mission owning institution), the statewide mission owning institution or designated institution,~~ respectively another institution (the Withdrawing Institution) as follows:

1) The institution will~~shall~~ identify its intent to develop the program ~~or course~~ in the next update of its ~~its Plan~~eight (8) year Plan.

~~(1)2) The institution shall In order for the statewide mission owning institution, or the designated institution, to offer a program or course that is currently offered by another institution (the "withdrawing institution"), the statewide mission owning institution, or the designated institution, must demonstrate its ability to offer the program~~ through the requirements set forth in Subsection b.ii.1). above. ~~or course.~~

~~(2)3) Except as otherwise agreed between the institutions pursuant to an MOU, the statewide mission owning institution, or the designated institution, will allow the withdrawing~~ Withdrawing institution Institution shall be provided a ~~minimum three (3) year transition period (thus creating three (3) to five (5) years' notice pursuant to a two (2) year update process) to allow the withdrawing institution to withdraw its program or course. If, upon notice from the statewide mission owning institution, or the designated institution, the withdrawing~~ Withdrawing institution Institution ~~wishes to withdraw its program or course~~ prior to the end of the three (3) year transition period, the withdrawing Withdrawing institution Institution will~~shall~~ seek to enter into a transition MOU with the institution that will be taking over delivery of the program that includes ~~statewide mission owning institution, or the designated institution, as appropriate, to begin delivery by the statewide mission owning institution or designated institution at a date prior to the end of the three (3) year transition period, but in no event earlier than two (2) years from the date of notice (unless otherwise agreed by the statewide mission owning institution or designated institution). Included within the transition MOU will be an admissions plan between the institutions providing for continuity in student enrollment during the transition period.~~

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~~When an institution Unless otherwise agreed between a statewide mission owning institution and the designated institution pursuant to an MOU, if, for any reason, a designated institution offering Statewide or Regional P~~programs ~~or courses in its service region pursuant to an MOU that supports a statewide mission program of another institution, wishes~~determines to discontinue ~~the offering~~ such program(s), it shall (s), the designated institution will use its best efforts to provide the institution with statewide Statewide or Regional mission Program responsibility owning institution at least one (1) year's written notice of withdrawal, and shall ~~The designated institution will~~ also submit the same written notice to the State Board of EducationBoard and to oversight and advisory councils. In such case, the institution responsible for the statewide Statewide or Regional mission Program owning institution willshall carefully evaluate the workforce need associated with such program ~~or course~~ and determine whether it is appropriate ~~pursuant to its regional mission~~ to provide such program ~~or course~~. In no event will the institution responsible for the delivery of a statewide Statewide mission Program owning institution ~~bbe~~ required to offer such program (provide such offering(s) except as otherwise provided herein above).

~~Unless otherwise agreed between the partnering institution (whether statewide mission owning, or otherwise) and the designated institution pursuant to an MOU, if, for any reason, a partnering institution offering programs or courses in a service region wishes to discontinue the offering(s), the partnering institution will use its best efforts to provide the designated institution at least one (1) year's written notice of withdrawal. The partnering institution will also submit the same written notice to the State Board of Education and to oversight and advisory councils. In such case, the designated institution will carefully evaluate the workforce need associated with such program or course and determine whether it is appropriate pursuant to its regional mission to provide such program or course. In no event will the designated institution be required to provide such offering(s).~~

£3. .—Existing Programs

Programs ~~and courses~~ being offered by a partnering Partnering institution Institution (whether an institution responsible for delivery of a statewide Statewide mission Program owning, or otherwise) in a service region prior to July 1, 2003, may continue to be offered pursuant to an MOU between the designated Designated institution Institution and the partnering Partnering institution Institution, subject to the transition and notice periods and requirements set forth above.

g. ~~—~~Applicability of Section III. G. —Instructional Program Approval and Discontinuance

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~~The requirements of this Subsection 4. Academic Planning Process relating to the approval and discontinuance of programs and courses are intended to apply in addition to the requirements of Section III. G. Instructional Program Approval and Discontinuance. To the extent the provisions of Section III. G. Instructional Program Approval and Discontinuance are not inconsistent with the provisions of this Subsection 4. Academic Planning Process, such provisions will remain in full force and effect. In the event of conflict, the provisions set forth herein will apply.~~

5. ~~Memorandums of Understanding~~

- ~~a. A memorandum of understanding (“MOU”) is an agreement between two or more institutions offering programs or courses within the same service region that details how such programs and courses will be delivered in a collaborative manner. An MOU is intended to provide specific, practical details that build upon what has been provided in each institution’s eight (8) year, academic plan. When a service region is served by more than one institution, an MOU will be developed between such institutions as provided herein and submitted to OSBE for review and approval by the Board.~~
- ~~b. Each MOU is to be entered into based on the following guidelines, unless otherwise approved by the Board:
 
  - ~~1) For programs and courses offered by a partnering institution (whether a statewide mission owning institution, or otherwise) within a municipal or metropolitan area that encompasses the campus of a designated institution:
 
    - ~~(a) Offerings will be conducted in facilities located on the campus of the designated institution to the extent the designated institution is able to provide adequate and appropriate facilities (taking into account financial, resource, and programmatic considerations), or in facilities immediately adjacent to the campus of the designated institution. Renting or building additional facilities will be allowed only upon Board approval, based on the following: (i) the educational and workforce needs of the local community demand a separate facility as demonstrated in a manner similar to that set forth in Subsection 4.c.(2) above, and (ii) the use or development of such facilities are not inconsistent with the designated institution’s eight (8) year plan.~~
    - ~~(b) Facilities rented or built by a partnering institution (whether a statewide mission owning institution, or otherwise) on, or immediately adjacent to, the “main” campus of a designated institution may be identified (by name) as a facility of the partnering institution, or, if the facility is rented or built jointly by such institutions, as the joint facility of the partnering institution and the designated institution. Otherwise, facilities utilized and programs offered by one or more~~~~~~

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~~partnering institutions within a service region will be designated as "University Place at (name of municipality)."~~

~~(c) Program or course offerings will not duplicate those currently offered at the campus of the designated institution. If courses necessary to complete a program are offered by the designated institution, they will be used and articulated into the program.~~

~~(d) For programs and courses offered by a partnering institution (whether a statewide mission owning institution, or otherwise) within a municipality or metropolitan area encompassing a campus of a designated institution, to the extent programmatically possible, auxiliary services (including, but not limited to, bookstore, conference and other auxiliary enterprise services) and student services (including, but not limited to, library, information technology, and other auxiliary student services) will be provided by the designated institution. To the extent programmatically appropriate, registration services will also be provided by the designated institution. It is the goal of the Board that a uniform system of registration ultimately be developed for all institutions governed by the Board. The designated institution will offer these services to students who are enrolled in programs or courses offered by the partnering institution in the same manner, or at an increased level of service, where appropriate, as such services are offered to the designated institution's students. The MOU between the designated institution and the partnering institution will outline how costs for these services will be allocated.~~

64. Oversight and Advisory Councils

The Board acknowledges and supports the role of oversight and advisory councils to assist in coordinating, on an ongoing basis, the operational aspects of delivering programs ~~and courses~~ among multiple institutions in a service region, including necessary resources and support and facility services, and the role of such councils in interacting and coordinating with local and regional advisory committees to address and communicate educational needs indicated by such committees. Such interactions and coordination, however, are subject to the terms of the MOU's entered into between the institutions and the policies set forth in ~~this~~ Section III, Subsection Z.

75. Resolutions

All disputes relating to items addressed in this policy ~~will~~shall be forwarded to the CAO for review. The CAO ~~will~~shall prescribe the method for resolution. The CAO may forward disputes to CAAP and if necessary make recommendation regarding resolution to the Board. The Board will serve as the final arbiter of all disputes.

~~8.~~ Reporting

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~~Once annually, OSBE, with appropriate input from the each institution, will develop a report of programs offered at all sites throughout the state by Board governed institutions, along with a summary of academic plans and MOU's.~~

96. Exceptions

This policy does not apply to courses and programs specifically contracted to be offered to a private, corporate entity. However, in the event that an institution plans to contract with a private corporate entity (other than private entities in the business of providing educational programs and course) outside of their ~~designated~~ Service ~~regional~~ Region ~~assignment~~ Responsibilities Responsibility, the contracting institution ~~will~~ shall notify the ~~designated~~ Designated institutions Institutions in the ~~service~~ Service region Region and institutions ~~holding a~~ responsible for delivery of a statewide Statewide mission Program Responsibilities Responsibility, as appropriate. If the corporate entity is located in a municipality that encompasses the campus of a ~~designated~~ Designated institution Institution, the Board encourages the contracting institution to include and draw upon the resources of the ~~designated~~ Designated institution Institution insomuch as is possible.

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The purpose of this policy is to ensure that Idaho's public postsecondary institutions and community colleges meet the educational and workforce needs of the state through academic planning, alignment, and the collaboration and coordination of programs. This subsection shall apply to University of Idaho, Boise State University, Idaho State University, Lewis-State Clark College, Eastern Idaho Technical College, College of Southern Idaho, College of Western Idaho, and North Idaho College. Programs shall consist of a systematic, usually sequential, grouping of courses (i.e., curricula) that provides the student with the knowledge and competencies required for an academic certificate, an associate, baccalaureate, master's, specialist, or doctoral degree. It is the intent of the State Board of Education (the Board) to optimize the delivery of academic programs while allowing institutions to grow and develop consistent with their vision and mission with an appropriate alignment of strengths and sharing of resources.

Academic planning advises and informs the Board in its planning and coordination of educational programs in a manner that enhances access to quality programs, while concurrently increasing efficiency, avoiding unnecessary duplication and maximizing the cost-effective use of educational resources. As part of this process, the Board hereby identifies and reinforces the responsibilities of the institutions governed by the Board to deliver Statewide Programs. The provisions set forth herein serve as fundamental principles underlying the planning and delivery of programs pursuant to each institution's assigned responsibility for Statewide and Regional Programs through collaborative and cooperative agreements, or memorandums of understanding, between and among the institutions.

This policy is not applicable to programs or courses offered at a distance through electronic means, correspondence or continuing education courses, or dual enrollment courses for secondary education.

## 1. Definitions

- a. "Statewide Program" shall mean a program assigned to an institution that the Board has determined meets a particular educational and workforce need in all regions of the state.
- b. "Regional Program" shall mean any other program that is not a Statewide Program delivered by an institution in its assigned service region as defined in Section III.L.3.
- c. "Designated Institution" shall mean an institution whose main campus is located in a service region as identified in Section III.L.3.
- d. "Partnering Institution" shall mean either an institution without a responsibility to deliver a Statewide Program that, pursuant to a Memorandum of Understanding, offers Statewide Programs, or an institution whose main campus is outside of a Designated Institution's identified service region that, pursuant to a Memorandum of Understanding, offers Regional Programs in such service region.

## 2. Planning and Delivery Process and Requirements

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## a. Planning

## i. Five-Year Plan

The Office of the State Board of Education (OSBE) shall create and maintain a rolling five (5) year academic plan (Five-Year Plan) that describes all current and proposed programs offered or to be offered by the public, postsecondary institutions and community colleges. The Five-Year Plan shall be compiled from the institutional plans provided by the public, postsecondary institutions and community colleges. OSBE shall review and update the Five-Year Plan every two years through the following processes.

## ii. Institutional Plan

Each institution shall create and submit to OSBE a rolling five (5) year academic plan, to be updated every two years, that describes all proposed programs and services to be offered in alignment with each institution's responsibility to deliver Statewide and Regional Programs (the Plan). Plans shall be developed pursuant to a process of collaboration and communication with the other institutions in the state.

## 1) Statewide Program Plan

It is the responsibility of the institution assigned a Statewide Program to plan for and determine the best means to deliver such program. Each institution assigned a Statewide Program shall create and maintain in its Plan the proposed programs to be offered to respond to the workforce and educational needs of the state relating to such Statewide Program assignment. At a minimum, for new Statewide Programs, each Plan shall include the following:

- A needs assessment pursuant to guidelines developed by the Board's Chief Academic Officer (CAO).
- A description of the Statewide Programs to be delivered throughout the state and the resources to be employed.
- A description of the Statewide Programs offered, or to be offered, by a Designated or Partnering Institution.
- A summary of the terms of Memorandums of Understanding (MOU's), if any, entered into between the institution with responsibility to deliver such Statewide Program and the Partnering Institution pursuant to Subsection b.iii. below.



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- If it is anticipated that the Statewide Program is to be delivered pursuant to an agreement with a Designated or Partnering Institution, within three (3) years of approval of the Plan, then the description shall include a timeline for delivery of the program, a summary of the anticipated costs of delivery and resources, including facility needs and costs.

## 2) Regional Program Plan

It is the responsibility of the Designated Institution to plan for and determine the best means to deliver a Regional Program. A Designated Institution shall create and maintain in its Plan the proposed programs to be offered to respond to the educational and workforce needs of its service region. It is intended that the Designated Institution communicate and collaborate with other institutions located outside of the service region in developing its Plan. If, in the course of developing or updating its Plan, the Designated Institution identifies a need for the delivery of a program within its service region, and the Designated Institution is unable to provide the program, then the Designated Institution shall coordinate with a Partnering Institution (including institutions responsible for a Statewide Program if applicable) located outside of the service region to deliver the program in the service region in accordance with Subsection b.ii.1). below. The Plan developed by a Designated Institution shall include at a minimum the following:

- A needs assessment that identifies the ongoing and future workforce and educational needs of the region.
- A description of the academic programs to be delivered in the service region, or outside of the service region, by the Designated Institution and the resources to be employed.
- A description of Regional Programs offered, or to be offered, in the service region by Partnering Institutions, including any anticipated transition of programs to the Designated Institution.
- A description of Statewide Programs to be offered in the service region by an institution with responsibility to deliver a Statewide Program, or by the Designated Institution in coordination with the institution responsible for the delivery of such.
- A summary of the terms of MOU's, if any, entered into between the Designated Institution and any Partnering Institutions pursuant to Subsection b.iii. below. If it is anticipated that the program shall be offered within three (3) years of approval of the Plan, the description shall include a summary of the anticipated costs of delivery and the resources

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and support required for delivery of the programs, including facility needs and costs.

## 3) Plan Updates

Every two years, on a schedule to be developed by the CAO, Plans shall be updated and submitted to the Council for Academic Affairs and Programs (CAAP) for review, discussion and coordination among CAAP members. Institutions shall use the template developed by the CAO for submission of the Plans. Upon submission of the Plans to OSBE, the CAO shall review the Plans to optimize collaboration and coordination among the institutions, ensure the efficient use of resources and the avoidance of unnecessary duplication of programs. In the event the CAO recommends material changes, the CAO shall submit those recommendations to CAAP for discussion prior to inclusion in the Five-Year Plan. The CAO shall then provide recommendations to the Board for enhancements, if any, to the Plans at a subsequent Board meeting. Board approval of the Plan acts as a roadmap for institutional planning, and institutions are still required to follow the standard program approval process as identified in Board policy.

The requirements of this policy relating to the approval and discontinuance of programs are intended to apply in addition to the requirements of Section III.G.

## b. Delivery of Programs

## i. Statewide Program Delivery

Boise State University shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Public Policy	M.S., Ph.D.
Public Administration	Ph.D.
Urban Studies	M.S., Ph.D.
Urban Regional Planning	M.S., Ph.D.
Social Work (Southeast Region—shared with ISU)	M.S.W.
Social Work	Ph.D.

Idaho State University shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Audiology	M.S., Ph.D.
Physical Therapy	M.S., Ph.D.

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Occupational Therapy	M.S., M.O.T.
Pharmaceutical Science	M.S., Ph.D.
Pharmacy Practice	Pharm.D.
Nursing (Southwest shared w/ BSU)	M.S.
Nursing	Ph.D.
Physician Assistant	M.P.A.S.
Speech Pathology	M.S.
Deaf Education	M.S.
Educational Interpreting	B.S.
Master of Health Education	M.H.E.
Master of Public Health	M.P.H.
Geomatics (Surveying)	M.S.
Health Physics	B.S., M.S.
Dental Hygiene	B.S., M.S. (currently delivered in Boise)
Clinical Lab Science	B.S., M.S.

University of Idaho shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Law	J.D.
Architecture	M.S., B.Arch
Landscape Architecture	M.S., B.S.
Interior Design	M.S.
Agriculture <ul style="list-style-type: none"> <li>Animal Science</li> <li>Plant Science</li> <li>Agricultural Economics</li> <li>Food Science</li> <li>Veterinary Science</li> </ul>	B.S., M.S. M.S., Ph.D. B.S., M.S. B.S., M.S., Ph.D. M.S., DVM
Natural Resources <ul style="list-style-type: none"> <li>Forestry &amp; Forest Products</li> <li>Wildlife</li> <li>Fisheries (Resources)</li> <li>Conservation Science</li> <li>Range Science</li> </ul>	B.S., M.S. (Distance Ed) B.M. B.S., M.S. B.S., M.S. B.S., M.S.

Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, College of Western Idaho and College of Southern Idaho do not have a responsibility to deliver Statewide Programs.

## ii. Regional Program Delivery

## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**SECTION: **III. POSTSECONDARY AFFAIRS**SUBSECTION: **Z. Planning and Delivery of Postsecondary Programs**

April 2010

A Designated Institution shall have the responsibility to assess and ensure the Regional Program delivery for all educational programs within its assigned service region.

## 1) Program Offerings by Partnering Institutions

If a Partnering Institution (other than an institution with responsibility for the delivery of a Statewide Program) identifies a service region program not identified, or anticipated to be identified, in a Designated Institution's Plan, and the Partnering Institution wishes to offer such program in the Designated Institution's service region, then the Partnering Institution may communicate with the Designated Institution for the purpose of allowing the Partnering Institution to deliver such program in the service region and to include the program in the Designated Institution's Plan. In order to include the program in the Designated Institution's Plan, the Partnering Institution must demonstrate the need within the service region for delivery of the program, as determined by the Board (or by the Administrator of the Division of Professional Technical Education in the case of professional-technical level programs). In order to demonstrate the need for the delivery of a program in a service region, the Partnering Institution shall complete and submit to the Chief Academic Officer of the Designated Institution, to CAAP and to OSBE, in accordance with a schedule to be developed by the CAO, the following:

- A study of business and workforce trends in the service region indicating anticipated, ongoing demand for the educational program to be provided.
- A survey of potential students evidencing demand by prospective students and attendance sufficient to justify the short-term and long-term costs of delivery of such program.
- A complete description of the program requested to be delivered, including a plan for the delivery of the program, a timeline for delivery of the program, the anticipated costs of delivery, the resources and support required for delivery (including facilities needs and costs), and program syllabuses.

## 2) Designated Institution's First Right to Offer a Program

The Designated Institution shall have a first right to offer a program in the event the Partnering Institution has submitted the information set forth above to the Chief Academic Officer of the Designated Institution in a timely manner (in accordance with a schedule to be determined by the CAO) for inclusion in the Designated Institution's Plan, and a need is demonstrated by the Partnering Institution for such program in the service region, as determined by the Board (or by the Administrator for the Division of Professional Technical Education in the case of professional-technical level programs), or prior to the submission of an

## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**SECTION: **III. POSTSECONDARY AFFAIRS**SUBSECTION: **Z. Planning and Delivery of Postsecondary Programs**

April 2010

updated Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region.

The Designated Institution must within six (6) months (three (3) months in the case of associate level or professional-technical level programs) determine whether it will deliver such program on substantially the same terms (with respect to content and timing) described by the Partnering Institution. In the event the Designated Institution determines not to offer the program, the Partnering Institution may offer the program according to the terms stated, pursuant to an MOU to be entered into with the Designated Institution. If the Partnering Institution materially changes the terms and manner in which the program is to be delivered, the Partnering Institution shall provide written notice to the Chief Academic Officer of the Designated Institution and to the CAO of such changes and the Designated Institution shall be afforded the opportunity again to review the terms of delivery and determine within three (3) months of the date of notice whether it will deliver such program on substantially the same terms.

iii. Memorandums of Understanding

A memorandum of understanding (MOU) is an agreement between two or more institutions offering programs within the same service region that details how such programs will be delivered in a collaborative manner. An MOU is intended to provide specific, practical details that build upon what has been provided in each institution's Plan. When a service region is served by more than one institution, an MOU shall be developed between such institutions as provided herein and submitted to the CAO for review and approval by the Board. Each MOU is to be entered into based on the following guidelines, unless otherwise approved by the Board.

If an institution with responsibility to deliver a Statewide Program has submitted the information set forth above to a Designated Institution and OSBE in a timely manner (as determined by the CAO) for inclusion in the Designated Institution's Plan, then the Designated Institution shall identify the program in its Plan and enter into an MOU with the institution responsible for delivery of a Statewide Program in accordance with this policy. If, prior to the submission of an updated Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region, then upon Board approval the institution responsible for the delivery of a Statewide Program and the Designated Institution shall enter into an MOU for the delivery of such program in accordance with the provisions of this policy.

For programs offered by a Partnering Institution (whether an institution responsible for the delivery of a Statewide Program, or otherwise) within a municipal or metropolitan area that encompasses the campus of a Designated Institution.

## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**SECTION: **III. POSTSECONDARY AFFAIRS**SUBSECTION: **Z. Planning and Delivery of Postsecondary Programs**

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## iv. Facilities

Offerings shall be conducted in facilities located on the campus of the Designated Institution to the extent the Designated Institution is able to provide adequate and appropriate facilities (taking into account financial resources and programmatic considerations), or in facilities immediately adjacent to the campus of the Designated Institution. Renting or building additional facilities shall be allowed only upon Board approval, based on the following:

- The educational and workforce needs of the local community demand a separate facility as demonstrated in a manner similar to that set forth in Subsection b.ii.1). above, and
- The use or development of such facilities are not inconsistent with the Designated Institution's Plan.

Facilities rented or built by a Partnering Institution (whether an institution responsible for the delivery of a Statewide Program, or otherwise) on, or immediately adjacent to, the "main" campus of a Designated Institution may be identified (by name) as a facility of the Partnering Institution, or, if the facility is rented or built jointly by such institutions, as the joint facility of the Partnering Institution and the Designated Institution. Otherwise, facilities utilized and programs offered by one or more Partnering Institutions within a service region shall be designated as "University Place at (name of municipality)."

For programs offered by a Partnering Institution (whether an institution responsible for the delivery of a Statewide Program, or otherwise) within a municipality or metropolitan area encompassing a campus of a Designated Institution, to the extent programmatically possible, auxiliary services (including, but not limited to, bookstore, conference and other auxiliary enterprise services) and student services (including, but not limited to, library, information technology, and other auxiliary student services) shall be provided by the Designated Institution. To the extent programmatically appropriate, registration services shall also be provided by the Designated Institution. It is the goal of the Board that a uniform system of registration ultimately be developed for all institutions governed by the Board. The Designated Institution shall offer these services to students who are enrolled in programs offered by the Partnering Institution in the same manner, or at an increased level of service, where appropriate, as such services are offered to the Designated Institution's students. An MOU between the Designated Institution and the Partnering Institution shall outline how costs for these services will be allocated.

## v. Duplication

## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Z. Planning and Delivery of Postsecondary Programs

April 2010

Program offerings shall not unnecessarily duplicate those currently offered at the campus of the Designated Institution. If courses necessary to complete a program are offered by the Designated Institution, they shall be used and articulated into the program.

## vi. Program Transitions

An institution responsible for a Statewide or Regional Program may plan and develop the capacity to offer such program within a service region where such program is currently being offered by another institution (the Withdrawing Institution) as follows:

- 2) 1) The institution shall identify its intent to develop the program in the next update of its Plan. The institution shall demonstrate its ability to offer the program through the requirements set forth in Subsection b.ii.1). above.
- 3) Except as otherwise agreed between the institutions pursuant to an MOU, the Withdrawing Institution shall be provided a minimum three (3) year transition period to withdraw its program. If the Withdrawing Institution wishes to withdraw its program prior to the end of the three (3) year transition period, the Withdrawing Institution shall enter into a transition MOU with the institution that will be taking over delivery of the program that includes an admissions plan between the institutions providing for continuity in student enrollment during the transition period.

## vii. Discontinuance of Programs

When an institution offering Statewide or Regional Programs pursuant to an MOU determines to discontinue offering such program(s), it shall use its best efforts to provide the institution with Statewide or Regional Program responsibility at least one (1) year's written notice of withdrawal, and shall also submit the same written notice to the Board and to oversight and advisory councils. In such case, the institution responsible for the Statewide or Regional Program shall carefully evaluate the workforce need associated with such program and determine whether it is appropriate to provide such program. In no event will the institution responsible for the delivery of a Statewide Program be required to offer such program (except as otherwise provided herein above).

## 3. Existing Programs

Programs being offered by a Partnering Institution (whether an institution responsible for delivery of a Statewide Program , or otherwise) in a service region prior to July 1, 2003, may continue to be offered pursuant to an MOU between the Designated Institution and the

**Idaho State Board of Education****GOVERNING POLICIES AND PROCEDURES****SECTION: III. POSTSECONDARY AFFAIRS****SUBSECTION: Z. Planning and Delivery of Postsecondary Programs****April 2010**

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Partnering Institution, subject to the transition and notice periods and requirements set forth above.

**4. Oversight and Advisory Councils**

The Board acknowledges and supports the role of oversight and advisory councils to assist in coordinating, on an ongoing basis, the operational aspects of delivering programs among multiple institutions in a service region, including necessary resources and support and facility services, and the role of such councils in interacting and coordinating with local and regional advisory committees to address and communicate educational needs indicated by such committees. Such interactions and coordination, however, are subject to the terms of the MOU's entered into between the institutions and the policies set forth in Section III, Subsection Z.

**5. Resolutions**

All disputes relating to items addressed in this policy shall be forwarded to the CAO for review. The CAO shall prescribe the method for resolution. The CAO may forward disputes to CAAP and if necessary make recommendation regarding resolution to the Board. The Board will serve as the final arbiter of all disputes.

**6. Exceptions**

This policy does not apply to courses and programs specifically contracted to be offered to a private, corporate entity. However, in the event that an institution plans to contract with a private corporate entity (other than private entities in the business of providing educational programs and course) outside of their Service Region, the contracting institution shall notify the Designated Institutions in the Service Region and institutions responsible for delivery of a Statewide Program, as appropriate. If the corporate entity is located in a municipality that encompasses the campus of a Designated Institution, the Board encourages the contracting institution to include and draw upon the resources of the Designated Institution inasmuch as is possible.



**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 20-21, 2011**

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**SUBJECT**

Dual Credit

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures III.Y.  
Advanced Opportunities

**BACKGROUND/DISCUSSION**

Per Board Policy Section III.Y.4.a.(AE 5), Advanced Opportunities, “costs for high school students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is reviewed annually by the Council on Academic Affairs and Programs (CAAP) at their April meeting to ensure the rate is comparable among institutions within the state and in comparison to adjacent states.”

For the 2011-2012 academic year, recommendations to CAAP for dual credit fees have been split between the institutions. Dual Credit Coordinators from the four-year institutions recommend increasing the fee to \$75.00 per credit hour while Dual Credit Coordinators from the two-year institutions recommend keeping the fee at \$65.00 per credit hour. Board staff is working with the institutions on a cost analysis for dual credit fees but it is not anticipated to be completed prior to Fall enrollment. To ensure institutions have adequate time for advertising dual credit courses and providing fee notification to potential students, parents, and school districts, the fees for the 2011-2012 academic year need to be set and approved prior to the institutions deadlines for printing catalogues.

On April 5, 2011, the Presidents’ Council supported the idea of having institutions set their own fees for dual credit based on the costs associated with delivery. On April 7, 2011, CAAP voted to recommend the dual credit fees be increased to \$75.00 per credit with the understanding that a cost analysis will be conducted by Board staff with input from the institutional Financial Vice Presidents.

Historically, institutions established a fee at each of their respective institution. However, in 2007 CAAP agreed by consensus to eliminate the variation of fees between institutions and established a uniformed fee of \$65.00 per credit hour for all institutions. The fee has remained at \$65.00 per credit since that time. This fee is currently being charged by all public institutions and Northwest Nazarene University.

**IMPACT**

Consideration of an increased fee for dual credit and allowing institutions to set their own dual credit fees would have a fiscal impact on dual credit students and could result in a variation of fees between institutions.

Increasing the fee could cost out some dual credit students. On the other hand, assuming the current fee does not cover the full cost of instruction, tuition and fees paid by postsecondary students are subsidizing the cost of dual credit

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**APRIL 20-21, 2011**

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courses. In either case, increased costs on students could have a negative impact on the Board's 60% goal.

The purpose of the statewide, uniform fee was to encourage student participation at the secondary level and to make access to dual credit courses user friendly for public schools and their students. If institutions begin setting their own dual credit fees at varying rates the dual credit environment could become more difficult for public schools and their students to navigate. It could also pit institutions against each other in competing for dual credit students.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends the fee remain at \$65 per credit for the 2011-2012 academic year while staff conducts an analysis of the true cost to deliver dual credit courses. Staff further recommends that the dual credit fee be codified in Board policy V.R. as an institutional local fee. Whether the fee would be Board-approved or approved by the chief executive officer would be a policy decision.

**BOARD ACTION**

I move the Board maintain the current statewide fee of \$65 per credit for dual credit classes for the 2011-2012 academic year and that a cost analysis be completed and brought back to the Board prior to the April 2012 Fee Setting meeting along with amendments to Board policy V.R. adding dual credit fees.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
APRIL 20-21, 2010**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>AMENDMENT TO BOARD POLICY</b>		
<b>1</b>	Section II.B. – Appointment Authority and Procedures – First Reading	Motion to approve
<b>AMENDMENT TO BOARD POLICY</b>		
<b>2</b>	Section II.M. – Grievance and Appeal Procedures – All Employees – First Reading	Motion to approve
<b>IDAHO STATE UNIVERSITY</b>		
<b>3</b>	Employment Agreement – Head Women’s Volleyball Coach	Motion to approve

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## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

**APRIL 20-21, 2011**

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### **SUBJECT**

Appointment Authority and Procedures, Board Policy II.B. – First Reading

### **REFERENCE**

February 2010

Clarified the broad authority of the institution chief executive officers for personnel matters affecting the institutions

### **APPLICABLE STATUTES, RULE OR POLICY**

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

### **BACKGROUND / DISCUSSION**

Currently, Board policy requires Board approval of any permanent new position, regardless of funding source. Historically, requests for approval of these positions has been included as part of the consent agenda.

In February 2010, the Board revised its policy to clarify the powers delegated to the institution chief executive officers to manage their workforce.

### **IMPACT**

This proposed revision would make the Board's policy internally consistent by giving the institution chief executive officers the authority to create new positions and hire employees below the vice president level without Board approval.

### **ATTACHMENTS**

Attachment 1 – Proposed Revised Policy, Section II.B.3.

Page 3

### **STAFF COMMENTS AND RECOMMENDATIONS**

As part of a review of Board human resources policies, staff identified an area in which policy could be revised for consistency. The proposed revision, as described above, would vest most hiring decisions with the institution presidents. Staff did determine, however, it would be appropriate for the Board to retain approval authority for positions at a level of vice president (or equivalent) and above.

As part of the institutions' operating budgets (June agenda), they will also provide a report of the number of FTPs (by faculty and staff) and salary changes. This would not be a new report, as it has been collected for Legislative Services for the past several years.

Staff recommends approval.

### **BOARD ACTION**

I move to approve the first reading of the proposed amendments to Board Policy II.B.3. as submitted.

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

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# Idaho State Board of Education

## GOVERNING POLICIES AND PROCEDURES

### SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

#### Subsection: B. Appointment Authority and Procedures

~~February 2010~~ June 2011

1. Nothing herein may be construed to be in limitation of the powers of the Board as defined by Sections 33-3006, 33-3104, 33-2806, and 33-4005, Idaho Code, or as otherwise defined in the Idaho Constitution or Code.
2. Delegation of Authority
  - a. The Board delegates all authority for personnel management not specifically retained to the executive director and the chief executive officers consistent with the personnel policies and procedures adopted by the Board. In fulfilling this responsibility, the executive director and chief executive officers, or their designees, may exercise their authority consistent with these policies and procedures. Provided, however, that the Board retains the authority for taking final action on any matter so identified anywhere in these policies and procedures.
  - b. Within the general delegation of authority in the preceding paragraph a. above, the chief executive officers shall have the authority to manage, supervise and control the personnel and human resources of the institutions and agencies. Organizational structure, duty assignments, place of work, shift placement, salaries, work hour adjustments, benefit determinations, reductions in force and all similar and related work place decisions are the prerogative of the chief executive officers except or unless as limited by other applicable provisions of Board or institutional policy.
  - c. Without limiting the general description of b. above, the authority delegated to each chief executive officer includes the authority, in the chief executive officer's discretion, to reduce expenditures to respond to financial challenges (without a financial exigency declaration by the Board) and to maintain sound fiscal management. In such cases, the chief executive officer may take employment actions which are uniform across the entire institution, or uniform across institution budgetary units, but may not include actions requiring a financial exigency declaration by the Board. Such actions may include work hour adjustments such as furloughs or other unpaid leave as long as such are uniform across budgetary units or uniformly tiered as applied to certain salary levels or classifications. Work hour adjustments may be pro-rated based on annual salary levels to equitably reduce the financial hardship of the adjustments on lower level employees. Institutions shall adopt internal policies for implementing the employment actions in a manner consistent with the Board's policies and procedures, and furnish these policies to the Board.
  - d. In implementing any such actions described in the preceding paragraph c. above, the institution shall seek the input from the faculty, non-classified staff and classified staff employee groups. Such groups will be given at least twenty-one (21) calendar days to provide their input on the proposed actions as provided for

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: B. Appointment Authority and Procedures**

~~February 2010~~June 2011

in the policies of the institution. The institution shall, once such input is taken and considered by the chief executive officer, establish procedures that provide for at least thirty (30) days written notice prior to the effective date of the action and an opportunity for an affected employee to be heard. The notice must include the effective date of the employment action, a statement of the basis for the employment action, and a description of the process to be heard. Such process shall be comparable to the process for review described in Board Policy II.N.7.a. The employee may contest the action only based on whether the action, with respect to that employee, violates the procedural requirements of this policy, applicable institutional policy or constitutional or statutory protections for that employee. The employee may not challenge the chief executive officer's determination that a reduction in budgetary expenditures is necessary, nor contest the chief executive officer's chosen means of addressing the reduction need, unless such means violate constitutional or statutory protections for the employee.

**3. Specifically Reserved Board Authority**

(Note: This is not an exclusive or exhaustive list and other reservations of Board authority may be found in other areas of these policies and procedures.) Board approval is required for the following:

**a. Position Authorizations**

- ~~(1) Any permanent new position (including any reactivated position that requires a new "set-up" action);~~ at a level of vice-president (or equivalent) and above, regardless of funding source, requires Board approval.

Agenda Item Format: Requests for new position authorizations must include the following information:

- (a) position title;
- (b) type of position;
- (c) FTE;
- (d) Term of appointment;
- (e) Effective date;
- (f) approximate salary range;
- (g) funding source; and
- (h) ~~area or department of assignment;~~
- ~~(i) a description of the duties and responsibilities of the position; and~~
- ~~(j) a complete justification for the position.~~

- ~~(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.~~



**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: B. Appointment Authority and Procedures**

~~February 2010~~ June 2011

- b. The initial appointment of ~~all~~an employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.
- c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.
- d. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection II. G.) Any exceptions to the approved criteria also require Board approval.

For the procedures established for periodic performance reviews of tenured faculty members see subsection II. G.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: B. Appointment Authority and Procedures

~~February 2010~~ June 2011

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**SUBJECT**

Grievance and Appeal Procedures, Board Policy II.M. – First Reading

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

Currently, Board policy provides that a non-classified employee may elect to petition the Board to review any final personnel-related decision of the chief executive officer.

In February 2010, the Board revised its policy to clarify the powers delegated to the institution chief executive officers to manage their workforce.

**IMPACT**

This proposed revision would make the Board's policy on delegated authority internally consistent by removing the option to appeal a final personnel-related decision to the Board.

**ATTACHMENTS**

Attachment 1 – Proposed Revised Policy, Section II.M.2.

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

As part of a review of Board human resources policies, staff identified an area in which policy could be revised for consistency. The proposed revision, as described above, would vest final personnel-related decisions with the institution presidents. Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of the proposed amendments to Board Policy II.M.2. as submitted.

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

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# Idaho State Board of Education

## GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: M. Grievance and Appeal Procedures – All Employees ~~December~~ June 2008 ~~11~~

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### 1. Classified Employees

Provisions for grievance and appeals procedures for classified employees are provided for in Chapter 53, Title 67 Idaho Code and the rules of the State Division of Human Resources. The University of Idaho shall, to the extent practical, provide for similar grievance and appeals procedures for its classified employees.

### 2. Non classified Employees (including Faculty Employees)

#### ~~a. Internal Policies and Procedures~~

Each institution and agency must establish ~~general~~ internal policies and procedures to provide for grievances and appeals for human resource matters. Such policies and procedures shall be forwarded to the Executive Director for review and maintenance on file in the Office of the State Board of Education. Internal procedures must include the following elements:

- (1) provision for informal resolution;
- (2) procedures for filing a formal, written complaint;
- (3) reasonable time requirements;
- (4) a description of the hearing body; and
- (5) requirements for retention of records.

#### ~~b. Appeal to the Board~~

~~A non-classified employee may elect to petition the Board to review any final personnel related decision of the chief executive officer. Any written petition must be filed in the Office of the State Board of Education within fifteen (15) calendar days after the employee receives written notice of final action under the internal procedures of the institution or agency. The Board may agree to review the final action, setting out whatever procedure and conditions for review it deems appropriate. The Board is not required to review the final action. The petition for review shall be deemed to have been denied if the Board has failed to vote on the petition within sixty (60) days after the petition is filed with the Office of the State Board of Education or the next regularly scheduled Board meeting, whichever is later. The fact that a written petition has been filed does not stay the effectiveness of the final decision. Board review is not a matter of right. An employee need not petition the Board for review in order to have exhausted administrative remedies for the purposes of judicial review.~~

Pursuant to Board Policy II.B.2.b., the Board delegates authority for personnel management to the chief executive officers. Accordingly, human resource matters are not appealable to the Board.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: M. Grievance and Appeal Procedures – All Employees ~~December~~ June 200811

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Multi-year employment agreement with Chad Teichert, Head Women's Volleyball Coach

**APPLICABLE STATUTE, RULE OR POLICY**

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

**DISCUSSION**

Idaho State University is requesting approval for a three-year employment agreement for Chad Teichert, Head Women's Volleyball Coach (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of the employment. A red-line version of the Employment Agreement and model contract matrix that identifies departures from the model contract form and provides justification for these changes (see Attachments 2 and 3). This position is funded by state appropriated funds.

**IMPACT**

This contract will provide a stable coaching environment for the volleyball program as well as stability and consistency for the Athletic Department as a whole.

**ATTACHMENTS**

Attachment 1 Employment Agreement	Page 5
Attachment 2 Employment Agreement—Red-Line	Page 19
Attachment 3 Model Contract Matrix	Page 35

**STAFF AND COMMENTS AND RECOMMENDATIONS**

This is an employment contract for ISU's volleyball coach. The salary is \$54,995.20 per year, with Supplemental Compensation as follows:

Conference Champion or Co-Champion:	\$2,115
Big Sky Conference Tournament Winner or NCAA Women's Volleyball Tournament berth:	\$2,115
Round 1      64 Teams      1 <sup>st</sup> win	\$3,000
Round 2      32 Teams      2 <sup>nd</sup> win	\$6,000
Round 3      16 Teams      3 <sup>rd</sup> win	\$9,000
Round 4      8 Teams      4 <sup>th</sup> win	\$12,000
Round 5      4 Teams      5 <sup>th</sup> win	\$15,000
Round 6      2 Teams      6 <sup>th</sup> win	\$18,000
NCAA National Championship Winner Bonus Total:	\$63,000
Annual Media Payment:	\$2,000

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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Supplemental Compensation may also be earned, at the discretion of the president and upon approval by the Board, based on team member behavior and the team's one-year APR ranking based on attainment of the following levels:

50th - 59.9% = \$500

60th - 69.9% = \$750

70th - 79.9 % = \$1,250

80th % or above = \$1,750

Maximum potential annual compensation (base salary plus maximum potential supplemental compensation) would be \$125,975.60.

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 \$8,000 for the first year and \$5,000 for the second year.

The agreement contains a provision for a possible one-year extension of the agreement upon proper approvals.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to execute a multi-year employment contract with Chad Teichert, Head Women's Volleyball Coach (1.0 FTE), for a term commencing January 21, 2011 and terminating January 20, 2014, in substantial conformance to the contract submitted to the Board as Attachment 1.

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



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS**

Chad Teichert	
Position Title	Head Women's Volleyball Coach
FTE	1.0
Term	36 months
Term of Contract	January 21, 2011 – January 20, 2014
Annual Salary	\$54,995.20
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 1, Article 3.2.

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**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Chad Teichert (Coach).

**ARTICLE 1**

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

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University'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 3.2.6 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of three ( 3 ) years, commencing on January 21, 2011 and terminating, without further notice to Coach, on January 20, 2014 unless sooner terminated in accordance with other provisions of this Agreement. There is also the option of a one year contract extension to this contract as provided in Section 2.2 below.

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 \$54,995.20 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 Women's Volleyball coach as of the ensuing January 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 either wins the Big Sky Conference tournament or obtains an NCAA Women's Volleyball Tournament berth, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 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 \$1,750 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 one-year APR national ranking based on attainment of the following levels:

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
50%-59%	\$ 500.00
60%-69%	\$ 750.00
70%-79%	\$ 1,250.00
80% or above	\$ 1,750.00

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 The Coach shall receive the sum of \$2,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). 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 in one lump sum. 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 designated media outlets.

3.2.5 Each year the Team advances in the NCAA Women's Volleyball Tournament, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 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.

Round 1	64 Teams	1 <sup>st</sup> win	\$3,000.00
Round 2	32 Teams	2 <sup>nd</sup> win	\$6,000.00
Round 3	16 Teams	3 <sup>rd</sup> win	\$9,000.00
Round 4	8 Teams	4 <sup>th</sup> win	\$12,000.00
Round 5	4 Teams	5 <sup>th</sup> win	\$15,000.00
Round 6	2 Teams	6 <sup>th</sup> win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

**3.2.6 (SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer volleyball 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 Volleyball coach at the University, or direct those net revenues as an enhancement to the Volleyball program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.

**3.2.7** Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered 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 Women's Volleyball coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

#### ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the 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, unless he resigns to accept a high school coaching position. 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 \$8,000.00; (b) if the Agreement is terminated between January 21, 2012 and January 20, 2013 inclusive, the sum of \$5,000.00. 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:

Chad Teichert  
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

\_\_\_\_\_  
Chad Teichert    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 Chad Teichert (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)~~ women's volleyball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University (~~College~~)'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)~~ 3.2.6 shall cease.

## ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three ( 3 ) years, commencing on January 21, 2011 and terminating, without further notice to Coach, on January 20, 2014 unless sooner terminated in accordance with other provisions of this Agreement. There is also the option of a one year contract extension to this contract as provided in Section 2.2 below.

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

## ARTICLE 3

### 3.1 Regular Compensation.

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

- a) An annual salary of \$~~\_\_\_\_\_~~\$54,995.20 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)—~~Women's Volleyball coach as of the ensuing ~~July~~January 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 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~~either wins the ~~top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams)~~Big Sky Conference tournament or obtains an NCAA Women's Volleyball Tournament berth, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~—(Sport)—~~Women's Volleyball coach as of the ensuing ~~July~~January 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 poll 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. Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~—(amount or computation)—~~ \$1,750 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 one-year APR national ranking based on attainment of the following levels:

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
<u>50%-59%</u>	<u>\$ 500.00</u>
<u>60%-69%</u>	<u>\$ 750.00</u>
<u>70%-79%</u>	<u>\$ 1,250.00</u>
<u>80% or above</u>	<u>\$ 1,750.00</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 Coach shall be eligible to receive supplemental compensation in an amount up to —(amount or computation)— based on the overall development of the intercollegiate (men's/women's) —(Sport)— program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of —(Regents or Trustees)—.~~

~~3.2.5—~~ 3.2.4 The Coach shall receive the sum of ~~—(amount or computation)—~~ \$2,000 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 shall be paid ~~(terms or conditions of payment)~~ in one lump sum. 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.

3.2.5 Each year the Team advances in the NCAA Women's Volleyball Tournament, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 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.

Round 1	64 Teams	1 <sup>st</sup> win	\$3,000.00
Round 2	32 Teams	2 <sup>nd</sup> win	\$6,000.00
Round 3	16 Teams	3 <sup>rd</sup> win	\$9,000.00
Round 4	8 Teams	4 <sup>th</sup> win	\$12,000.00
Round 5	4 Teams	5 <sup>th</sup> win	\$15,000.00
Round 6	2 Teams	6 <sup>th</sup> win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

**3.2.6 (SUMMER CAMP—OPERATED BY UNIVERSITY ~~(COLLEGE)~~)**  
Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)—Volleyball~~ camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~ University's camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s football~~ University's volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~University (College)'s~~ University's summer ~~football~~ volleyball 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)—Volleyball~~ coach at the University ~~(College)~~, or direct those net revenues as an enhancement to the Volleyball program budget at the University. This amount shall be paid ~~—(terms of payment) —~~ within 30 days after all camp bills 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.~~

3.2.7 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~—(Company Name)—~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)'s~~ University's reasonable request, Coach will consult with appropriate parties concerning ~~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)—~~ Women's Volleyball coach. In order to avoid entering into an agreement with a competitor of ~~—(Company Name)—~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~—(Company Name)—~~ Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

#### ARTICLE 4

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

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



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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the ~~University (College)s~~ University's governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University (College)s~~ University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit 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, unless he resigns to accept a high school coaching position. 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 ~~\$308~~ \$308,000.00; (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~~ and ~~inclusive, the sum of \$105~~ inclusive, the sum of \$105,000.00. 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: \_\_\_\_\_ Chad Teichert  
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 \_\_\_\_\_ Chad Teichert  
Date

Approved by the Board of ~~(Regents or Trustees)~~ on the \_\_\_\_ day of \_\_\_\_\_, ~~2010~~.  
2011.

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<b>CHAD TEICHERT, HEAD WOMEN'S VOLLEYBALL COACH - MULTI-YEAR CONTRACT CHANGES</b>			
	<b>MODEL CONTRACT SECTION</b>	<b>ISU CONTRACT SECTION</b>	<b>JUSTIFICATION FOR MODIFICATION</b>
1	2.1 Term	2.1 Term	Added a provision for a possible one-year extension of the agreement upon proper approvals.
2	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.
3	3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	2 weeks pay bonus for attaining top 25 ranking replaced with same bonus for winning Big Sky Conference Tournament or obtaining a NCAA Women's Volleyball Tournament berth.
4	3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Bonus of up to \$1,750 based on Team's 1-year APR ranking as the criteria for academic achievement as this has been a key focus and issue for the University.
5	3.2.4 Supplemental Compensation	N/A	Deleted bonus opportunity based on program development, ticket sales and fundraising as these are not applicable to this sport at this University.
6	3.2.5 Supplemental Compensation	3.2.4 Supplemental Compensation	Made amount of media bonus \$2,000.
7	None	3.2.5 Supplemental Compensation	Added bonus opportunity of up to \$63,000 based on advancement in NCAA Women's Volleyball Tournament.
8	3.2.6 Summer Camp Operated by University	3.2.6 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 volleyball program.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>FY 2013 BUDGET GUIDELINES – Line Items</b>	Motion to approve
<b>FY 2012 APPROPRIATIONS</b>		
<b>2</b>	a. Information - Institutions & Agencies b. College & Universities c. Community Colleges d. Professional-Technical Education e. Promise A Scholarship f. Promise B Scholarship g. Opportunity Scholarship	Motion to approve
<b>3</b>	<b>UNIVERSITY OF UTAH SCHOOL OF MEDICINE CONTRACT</b>	Motion to approve
<b>4</b>	<b>AMENDMENT TO BOARD POLICY</b> Section V.F. – Bonds or Other Indebtedness & Section V.K. – Construction Projects – First Reading	Motion to approve
<b>5</b>	<b>BOISE STATE UNIVERSITY</b> Enterprise System Roadmap Project	Information item
<b>6</b>	<b>BOISE STATE UNIVERSITY</b> OIT Equipment Purchase	Motion to approve
<b>7</b>	<b>BOISE STATE UNIVERSITY</b> Bronco Bookstore Lease	Motion to approve
<b>8</b>	<b>UNIVERSITY of IDAHO</b> McCall Outdoor Science School - Self-Support Fees	Motion to approve
<b>9</b>	<b>UNIVERSITY of IDAHO</b> Farmhouse Ground Lease	Motion to approve

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>10</b>	<b>UNIVERSITY of IDAHO</b> Railroad Land Exchange	Motion to approve
<b>11</b>	<b>LEWIS-CLARK STATE COLLEGE</b> Parking Easement	Motion to approve
<b>12</b>	<b>LEWIS-CLARK STATE COLLEGE</b> Elevator Replacement Project Loan	Motion to approve

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**SUBJECT**

Discussion of FY 2013 Budget Request Process (Line Items)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Policy, Section V.B.1.

**BACKGROUND/ DISCUSSION**

Board-approved budget requests for FY 2013 must be submitted to the executive and legislative branches [Division of Financial Management (DFM) and Legislative Services Office (LSO)] on September 1, 2011. To meet this deadline, the Board has established a process for developing agency and institutional requests that will be finalized at the June 2011 Board meeting. Budget requests are developed in two parts as directed by the DFM Budget Development Manual: maintenance of current operations (MCO) items and line items.

MCO requests are calculated using state budget guidelines and Board policy. The Board's budget request guidelines have historically focused upon the development of line item requests, capital budget requests, special one-time requests (if any), and the timeframe for presenting and approving these requests.

An MCO request includes funding for health insurance or other personnel cost increases (Change in Employee Compensation or CEC), inflationary increases for operating expenses (including utilities), and central state agency cost areas (Treasurer, Controller, etc.). These items are calculated using rates established by DFM. Other MCO items include external non-discretionary adjustments such as enrollment workload adjustment (EWA) and health education contract adjustments.

An MCO budget is considered the minimum to maintain operations while line items are funded for new or expanded programs, occupancy costs, and other initiatives deemed important by the Board, institution/agency, Legislature or governor.

The capital budget request is a separate process with funding provided by the Permanent Building Fund. Agencies and institutions seek funding for major maintenance projects and major capital projects through that process.

**STAFF COMMENTS AND RECOMMENDATIONS**

Under current economic conditions, it is estimated that state funding will continue to be austere. If this is the case, just a true MCO budget including health benefits, CEC, inflation, replacement capital and an enrollment workload adjustment would be significant. Nevertheless, staff recommends the following line items categories for the college and universities: unfunded EWA, ongoing funding for CAES (CAES was funded with one-time General Funds in FY 2012), biomedical research collaboration, occupancy costs, and strategic initiatives.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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No new state General Funds were provided for Opportunity scholarships for FY 2012. The only funding available for Opportunity Scholarships will be from the corpus and interest earnings. Staff recommends a line item request of \$1,000,000 in ongoing General Funds for scholarship awards.

The information included in the final budget request must include supporting documentation enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**BOARD ACTION**

A motion to direct the agencies and institutions to use the following categories in priority order to develop FY 2013 Line Item budget requests:

1. Unfunded Enrollment Workload Adjustment
2. Center for Advanced Energy Studies (CAES)
3. Biomedical Research Collaboration
4. Occupancy Costs
5. Strategic Initiative(s)
6. Opportunity Scholarship

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**SUBJECT**

FY 2012 Appropriation Information – Institutions and Agencies of the State Board of Education

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.B.  
Various Legislative Appropriation Bills (tab 2a page 3)

**BACKGROUND/ DISCUSSION**

The 2011 Legislature has passed appropriation bills for the agencies and institutions of the Board. The amounts contained in legislative appropriations include various ongoing base reductions from FY 2011 and further reductions for FY 2012 for the Community Colleges and the College and Universities.

The table on tab 2a page 3 lists the FY 2012 appropriation bills related to the State Board of Education. As of agenda preparation time, most bills were pending signature by the Governor.

**IMPACT**

Appropriation bills provide spending authority for the agencies and institutions of the State Board of Education allowing them to offer programs and services to Idaho's citizens.

Due to the continuing economic downturn, no funding was provided for inflation, Enrollment Workload Adjustment (EWA), replacement capital, or occupancy.

The balance of the unfunded EWA is:

	<u>2011</u>	<u>2012 Change</u>	<u>2012</u>
Boise State University	\$5,931,800	\$4,379,300	\$10,311,100
Idaho State University	2,447,900	2,543,200	4,991,100
University of Idaho	0	815,300	815,300
Lewis-Clark State College	<u>215,700</u>	<u>728,000</u>	<u>943,700</u>
Total Unfunded EWA	\$8,595,400	\$8,465,800	\$17,061,200

Agencies of the Board

The Office of the State Board of Education (OSBE) was appropriated an ongoing FY 2011 supplemental to increase Proprietary School spending authority to address additional personnel needs and costs to conduct investigations and other expenses. General funds appropriated to OSBE include 1 FTP for a Charter School Commission Director (\$117,400) and 1 FTP for a Technology Program Manager (\$98,100). These increases were offset by a General Fund base budget reduction of \$118,900.

**ATTACHMENTS**

Attachment 1 – FY 2012 Appropriations List

Page 3

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**STAFF COMMENTS**

Staff comments and recommendations are included for each specific institution and agency allocation.

**BOARD ACTION**

Motions are included for each specific institution and agency allocation.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**ATTACHMENT 1**

**State Board of Education**  
**FY 2012 Appropriations of Interest to Institutions and Agencies**

	<b>General Fund</b>	<b>% Δ From FY 2011</b>	<b>Total Fund</b>
College and Universities	\$209,828,300	( 3.5%)	\$396,707,600
Agricultural Research & Extension	22,559,000	0.0%	22,609,000
Community Colleges	23,033,000	( 3.9%)	23,633,000
Health Education Programs	10,000,900	0.4%	10,710,400
Special Programs	8,634,300	( 0.6%)	10,353,000

**Agencies**

Office of the State Board of Education	2,108,900	4.1%	4,322,500
Professional-Technical Education	46,511,600	( 2.2%)	56,896,100
Public Broadcasting System	1,377,000	( 1.0%)	2,413,900
Vocational Rehabilitation, Division	6,795,200	( 5.6%)	23,430,500
State Department of Education	7,246,300	10.5%	34,586,400

**Statewide Issues**

Permanent Building Fund	major capital projects; alteration and repair projects
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## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

**APRIL 20-21, 2011**

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### **SUBJECT**

FY 2012 College and Universities Appropriation Allocation

### **APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.C.1.d. and V.S.

Senate Bill 1181

### **BACKGROUND/ DISCUSSION**

The legislature appropriates to the State Board of Education and the Board of Regents monies for the general education programs at Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs. The Board allocates the lump-sum appropriation to the four institutions based on legislative intent and Board Policy, Section V.S.

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year base; 2) funds for the Enrollment Workload Adjustment; 3) funds for new occupancy costs; 4) funding of special allocations; and 5) a general allocation based on proportionate share to total budget request.

### **IMPACT**

This action allocates the FY 2012 College and Universities lump-sum appropriation to the institutions for general education programs, and system-wide needs. The funds allocated along with revenue generated from potential fee increases will establish the operating budgets for the general education program for FY 2012. The FY 2012 Allocation, shown on page 3, consists of the lump-sum appropriation.

### **ATTACHMENTS**

Attachment 1 - C&U FY 2012 Appropriation Allocation

Page 3

Attachment 2 - Appropriation bill (S1181)

Page 5

Attachment 3 - Statement of Purpose/Fiscal Note

Page 7

### **STAFF COMMENTS**

Staff recommends approval of the FY 2012 College and Universities allocation.

### **BOARD ACTION**

I move to approve the allocation of the FY 2012 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Page 3.

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

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**FY 2012 College and University Allocation**  
**Based on JFAC Motion**  
 March 15, 2011

1	<b>Appropriation:</b>	<b>FY11 Appr</b>	<b>FY12 Appr</b>	<b>% Chge</b>	<b>Sys Needs:</b>	<b>FY11 Appr</b>	<b>FY12 Appr</b>
2	<b>General Educ Approp: SB 1181</b>				HERC	<u>1,435,500</u>	<u>1,435,500</u>
3	General Account	217,510,800	209,828,300	-3.53%	Innovation	<u>1,151,100</u>	<u>942,600</u>
4	Endowment Funds	9,616,600	9,616,600	0.00%	Sys Nds	<u>140,000</u>	<u>140,000</u>
5	ARRA Funds	4,305,900	0				
6	Total Gen Acct & Endow Funds	<u>231,433,300</u>	<u>219,444,900</u>	-5.18%	Total	<u>2,726,600</u>	<u>2,518,100</u>
7	Student Fees/Misc Revenue	146,253,000	177,262,700	21.20%			
8	One-time Student Fees:						
9	Total Gen Educ Approp	<u>377,686,300</u>	<u>396,707,600</u>	5.04%			
10							
11							
12	<b>Allocation:</b>	<b>B.S.U.</b>	<b>I.S.U.</b>	<b>U.I.</b>	<b>L.C.S.C.</b>	<b>SYS-WIDE</b>	<b>TOTAL</b>
13	FY11 General Account	70,116,400	59,071,300	73,576,700	12,019,800	2,726,600	217,510,800
14	FY11 ARRA Funds (one-time)	1,381,100	1,173,500	1,513,100	238,200	0	4,305,900
15	FY11 Endowment Funds	0	2,121,500	6,164,400	1,330,700	0	9,616,600
16	Remove one-time ARRA funds	(1,381,100)	(1,173,500)	(1,513,100)	(238,200)	0	(4,305,900)
17	Base Rescission	0	0	0	0	0	0
18	Base Reduction	(2,844,200)	(2,399,500)	(2,985,300)	(486,200)	(208,500)	(8,923,700)
19	Restore Health Insurance Holiday	0	0	0	0	0	0
20	<b>FY12 Budget Base</b>	<u>67,272,200</u>	<u>58,793,300</u>	<u>76,755,800</u>	<u>12,864,300</u>	<u>2,518,100</u>	<u>218,203,700</u>
21	% Base Change	-5.91%	-5.73%	-5.54%	-5.33%	-7.65%	-5.72%
22							
23	<b>Additional Funding for FY12:</b>						
24	MCO Adjustments:						
25	Personnel Benefits	0	0	0	0		0
26	Inflation including Library B&P	0	0	0	0		0
27	Replacement Items: One-Time	0	0	0	0		0
28	CEC @ 1.0%	0	0	0	0		0
29	Nonstandard Adjustments:						
30	Risk Mgmt/Controller/Treasurer	(170,800)	(52,000)	(114,400)	(12,800)		(350,000)
31	External Nonstandard Adjustments:						
32	Enrollment Workload Adjustment	0	0	0	0		0
33	Line Items CAES one-time	530,400	530,400	530,400	0	0	1,591,200
34		0	0	0	0		0
35	Total Addl Funding	<u>359,600</u>	<u>478,400</u>	<u>416,000</u>	<u>(12,800)</u>	<u>0</u>	<u>1,241,200</u>
36							
37	<b>FY12 Gen Acct &amp; Endow Allocation</b>	<u>67,631,800</u>	<u>59,271,700</u>	<u>77,171,800</u>	<u>12,851,500</u>	<u>2,518,100</u>	<u>219,444,900</u>
38	% Change From FY11 Adjusted Budget Base	0.53%	0.81%	0.54%	-0.10%	0.00%	0.57%
39	% Chge From FY11 Adjusted Budget Base less One-time	-0.25%	-0.09%	-0.15%	-0.10%	0.00%	-0.16%
40							
41	FY12 Estimated Student Fee Revenue	61,818,300	46,146,200	58,515,800	10,782,400	0	177,262,700
42							
43	FY12 Operating Budget	<u>129,450,100</u>	<u>105,417,900</u>	<u>135,687,600</u>	<u>23,633,900</u>	<u>2,518,100</u>	<u>396,707,600</u>
44							

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LEGISLATURE OF THE STATE OF IDAHO  
Sixty-first Legislature First Regular Session - 2011

IN THE SENATE

SENATE BILL NO. 1181

BY FINANCE COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2012; REAPPROPRIATING CERTAIN UNEXPENDED AND UNENCUMBERED BALANCES; PROVIDING LEGISLATIVE INTENT; AND EXEMPTING APPROPRIATION FROM PROGRAM TRANSFER LIMITATIONS.

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

SECTION 1. There is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho, for college and universities, and the Office of the State Board of Education the following amounts to be expended according to the designated programs, from the listed funds for the period July 1, 2011, through June 30, 2012:

FOR:

I. BOISE STATE UNIVERSITY:

FROM:

General Fund	\$67,631,800
Unrestricted Fund	<u>61,818,300</u>
TOTAL	\$129,450,100

II. IDAHO STATE UNIVERSITY:

FROM:

General Fund	\$57,150,200
Charitable Institutions Endowment Income Fund	790,600
Normal School Endowment Income Fund	1,330,900
Unrestricted Fund	<u>46,146,200</u>
TOTAL	\$105,417,900

III. UNIVERSITY OF IDAHO:

FROM:

General Fund	\$71,007,400
Agricultural College Endowment Income Fund	850,800
Scientific School Endowment Income Fund	2,984,400
University Endowment Income Fund	2,329,200
Unrestricted Fund	<u>58,515,800</u>
TOTAL	\$135,687,600

1	IV. LEWIS-CLARK STATE COLLEGE:	
2	FROM:	
3	General Fund	\$11,520,800
4	Normal School Endowment Income Fund	1,330,700
5	Unrestricted Fund	<u>10,782,400</u>
6	TOTAL	\$23,633,900
7	V. SYSTEMWIDE:	
8	FROM:	
9	General Fund	\$2,518,100
10	GRAND TOTAL	\$396,707,600

11       SECTION 2. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby  
 12 reappropriated to the State Board of Education for college and universities  
 13 any unexpended and unencumbered balances of moneys categorized as dedicated  
 14 funds and federal funds as appropriated for fiscal year 2011, to be used for  
 15 nonrecurring expenditures, for the period July 1, 2011, through June 30,  
 16 2012.

17       SECTION 3. LEGISLATIVE INTENT. It is the intent of the Legislature that  
 18 the amount appropriated from the General Fund in Section 1, Subsection V. of  
 19 this act, shall be used in the following ways: (1) An amount not to exceed  
 20 \$140,000 may be used by the Office of the State Board of Education for sys-  
 21 temwide needs; (2) An amount not to exceed \$1,435,500 may be used for the mis-  
 22 sion and goals of the Higher Education Research Council; and (3) An amount  
 23 not to exceed \$942,600 may be used by the State Board of Education for in-  
 24 structional projects designed to foster innovative learning approaches us-  
 25 ing technology, to promote accountability and information transfer through-  
 26 out the higher education system on a longitudinal basis, and to promote the  
 27 Idaho Electronic Campus.

28       SECTION 4. EXEMPTIONS FROM PROGRAM TRANSFER LIMITATIONS. For fiscal  
 29 year 2012, the State Board of Education for college and universities is  
 30 hereby exempted from the provisions of Section 67-3511(2), Idaho Code, al-  
 31 lowing unlimited transfers between programs, for all moneys appropriated  
 32 to it for the period July 1, 2011, through June 30, 2012. Legislative ap-  
 33 propriations shall not be transferred from one fund to another fund unless  
 34 expressly approved by the Legislature.



## STATEMENT OF PURPOSE

## RS20640

This is the FY 2012 appropriation to the State Board of Education for College and Universities in the amount of \$396,707,600.

## FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2011 Original Appropriation	3,840.34	217,510,800	160,175,500	0	377,686,300
Reappropriation	0.00	0	54,432,300	0	54,432,300
FY 2011 Total Appropriation	3,840.34	217,510,800	214,607,800	0	432,118,600
Noncognizable Funds and Transfers	(21.71)	0	39,570,400	0	39,570,400
FY 2011 Estimated Expenditures	3,818.63	217,510,800	254,178,200	0	471,689,000
Removal of One-Time Expenditures	0.00	0	(67,298,900)	0	(67,298,900)
FY 2012 Base	3,818.63	217,510,800	186,879,300	0	404,390,100
Benefit Costs	0.00	0	0	0	0
Inflationary Adjustments	0.00	0	0	0	0
Replacement Items	0.00	0	0	0	0
Statewide Cost Allocation	0.00	(350,000)	0	0	(350,000)
Change in Employee Compensation	0.00	0	0	0	0
Nondiscretionary Adjustments	0.00	0	0	0	0
FY 2012 Program Maintenance	3,818.63	217,160,800	186,879,300	0	404,040,100
1. Occupancy Costs	0.00	0	0	0	0
2. Center Adv Energy Studies (CAES)	14.67	1,591,200	0	0	1,591,200
3. Biomedical Research Initiative	0.00	0	0	0	0
4. Enrollment Workload - Prior Year	0.00	0	0	0	0
5. Ph.D in Public Policy	0.00	0	0	0	0
6. Inflation on Library Collections	0.00	0	0	0	0
7. Program Enhancements	0.00	0	0	0	0
8. Technology Program Manager	0.00	0	0	0	0
Omnibus Decisions	0.00	(8,923,700)	0	0	(8,923,700)
FY 2012 Total	3,833.30	209,828,300	186,879,300	0	396,707,600
Chg from FY 2011 Orig Approp	(7.04)	(7,682,500)	26,703,800	0	19,021,300
% Chg from FY 2011 Orig Approp.	(0.2%)	(3.5%)	16.7%	0.0%	5.0%

**Contact:****Name:** Paul Headlee**Office:** Budget and Policy Analysis**Phone:** (208) 334-4746

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**SUBJECT**

Community Colleges FY 2012 Appropriation Allocation

**REFERENCE**

June 2006                      Board approved a process for distributing the FY 2007 State General Fund appropriation between North Idaho College (NIC) and the College of Southern Idaho (CSI)

**APPLICABLE STATUTE, RULE, OR POLICY**

Senate Bill 1180

**BACKGROUND/ DISCUSSION**

The Legislature makes an annual appropriation to the State Board of Education for community college support. In June, 2006, the Board approved the process for distributing the FY 2007 State General Fund appropriation between CSI and NIC. That process had a four year term from FY 2007 ending FY 2010. This process has been a total success in that academic student full-time equivalent (FTE) equity was met between the institutions in the FY 2009 distribution. Now that the term of the distribution process has ended, the community colleges agreed to use their current base allocation of the total appropriation going forward. Therefore, the FY 2011 and FY 2012 allocations include the FY 2010 allocation plus each college's respective share in any budget adjustments according to the normal budgeting process.

**IMPACT**

This action allocates the FY 2012 Community Colleges appropriation to the institutions. The funds allocated along with revenue generated from other non-appropriated sources will establish the operating budgets. The FY 2012 Allocation, shown on page 3, consists of the lump-sum appropriation.

**ATTACHMENTS**

Attachment 1 – FY 2012 CC Appropriations Allocation	Page 3
Attachment 2 – Appropriation bill (S1180)	Page 5
Attachment 3 – Statement of Purpose/Fiscal Note	Page 6

**STAFF COMMENTS**

Staff recommends approval of the FY 2012 Community College allocation.

**BOARD ACTION**

I move to approve the allocation of the FY 2012 appropriation for the College of Southern Idaho, North Idaho College, and College of Western Idaho, as presented on Page 3.

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

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**Idaho Community Colleges  
FY 2012 Appropriation Allocation  
15-Mar-11**

SB 1180

	CSI	NIC	CWI	Total
1 FY 11 Total Appropriation				
2 General Funds	10,658,200	9,097,400	4,211,200	23,966,800
3 ARRA Funds One-time	205,400	177,600	78,000	461,000
4 Dedicated Funds	200,000	200,000	200,000	600,000
5 Total FY11 Total Appropriation	11,063,600	9,475,000	4,489,200	25,027,800
6				
7 Remove O/T Exp. ARRA	(205,400)	(177,600)	(78,000)	(461,000)
8				
9 FY 12 Base				
10 General Funds	10,658,200	9,097,400	4,211,200	23,966,800
11 ARRA Funds	-	-	-	-
12 Dedicated Funds	200,000	200,000	200,000	600,000
13 Total FY 11 Base	10,858,200	9,297,400	4,411,200	24,566,800
14				
15 FY 12 Maintenance				
16 General Funds	10,658,200	9,097,400	4,211,200	23,966,800
17 Dedicated Funds	200,000	200,000	200,000	600,000
18 Total FY 11 Base	10,858,200	9,297,400	4,411,200	24,566,800
19				
20 FY 12 Line Items				
21 General Fund Reductions	(415,200)	(354,500)	(164,100)	(933,800)
22				
23 FY 12 Total Appropriation				
24 General Funds	10,243,000	8,742,900	4,047,100	23,033,000
25 Dedicated Funds	200,000	200,000	200,000	600,000
26 FY 11 Total Appropriation	10,443,000	8,942,900	4,247,100	23,633,000
27				
28				
29 GF Change from FY 11 Total	-3.9%	-3.9%	-3.9%	-3.9%

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LEGISLATURE OF THE STATE OF IDAHO  
Sixty-first Legislature First Regular Session - 2011

IN THE SENATE

SENATE BILL NO. 1180

BY FINANCE COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES  
FOR FISCAL YEAR 2012; AND EXEMPTING PROGRAM TRANSFER LIMITATIONS.

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

SECTION 1. There is hereby appropriated to the State Board of Education for community colleges, the following amounts to be expended according to the designated programs, from the listed funds for the period July 1, 2011, through June 30, 2012:

FOR:

I. COLLEGE OF SOUTHERN IDAHO:

FROM:

General Fund	\$10,243,000
Community College Fund	<u>200,000</u>
TOTAL	\$10,443,000

II. COLLEGE OF WESTERN IDAHO:

FROM:

General Fund	\$4,047,100
Community College Fund	<u>200,000</u>
TOTAL	\$4,247,100

III. NORTH IDAHO COLLEGE:

FROM:

General Fund	\$8,742,900
Community College Fund	<u>200,000</u>
TOTAL	\$8,942,900

GRAND TOTAL	\$23,633,000
-------------	--------------

SECTION 2. EXEMPTIONS FROM PROGRAM TRANSFER LIMITATIONS. For fiscal year 2012, the State Board of Education for community colleges is hereby exempted from the provisions of Section 67-3511(2), Idaho Code, allowing unlimited transfers between programs, for all moneys appropriated to it for the period July 1, 2011, through June 30, 2012. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

## STATEMENT OF PURPOSE

RS20642

This is the FY 2012 appropriation for Community Colleges in the amount of \$23,633,000

## FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2011 Original Appropriation	0.00	23,966,800	1,061,000	0	25,027,800
Reappropriation	0.00	0	300,500	0	300,500
Community Colleges					
1. CWI Enrollment Increase	0.00	0	0	0	0
Other Appropriation Adjustments	0.00	0	0	0	0
FY 2011 Total Appropriation	0.00	23,966,800	1,361,500	0	25,328,300
Noncognizable Funds and Transfers	0.00	0	0	0	0
FY 2011 Estimated Expenditures	0.00	23,966,800	1,361,500	0	25,328,300
Removal of One-Time Expenditures	0.00	0	(761,500)	0	(761,500)
Restore Health Insurance Funding	0.00	0	0	0	0
FY 2012 Base	0.00	23,966,800	600,000	0	24,566,800
Benefit Costs	0.00	0	0	0	0
Inflationary Adjustments	0.00	0	0	0	0
Change in Employee Compensation	0.00	0	0	0	0
Nondiscretionary Adjustments	0.00	0	0	0	0
FY 2012 Program Maintenance	0.00	23,966,800	600,000	0	24,566,800
Community Colleges					
1. Occupancy Costs - CSI and CWI	0.00	0	0	0	0
2. Enrollment Increase - CWI	0.00	0	0	0	0
3. Capacity Needs - NIC	0.00	0	0	0	0
4. Nursing Positions - CSI	0.00	0	0	0	0
Omnibus Decisions	0.00	(933,800)	0	0	(933,800)
Lump Sum or Other Adjustments	0.00	0	0	0	0
FY 2012 Total	0.00	23,033,000	600,000	0	23,633,000
Chg from FY 2011 Orig Approp	0.00	(933,800)	(461,000)	0	(1,394,800)
% Chg from FY 2011 Orig Approp.	0.0%	(3.9%)	(43.4%)	0.0%	(5.6%)

**Contact:****Name:** Paul Headlee**Office:** Budget and Policy Analysis**Phone:** (208) 334-4746



**SUBJECT**

Allocation of the Division of Professional-Technical Education Appropriation.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.C.1.d.

**BACKGROUND**

The Idaho Legislature appropriates funds for Professional-Technical Education to the Division of Professional-Technical Education in five designated programs: State Leadership and Technical Assistance, General programs, Postsecondary Programs, Underprepared and Unprepared Adults/Displaced Homemakers, and Related Services. The Division of Professional-Technical Education requests approval of the allocation of the FY 2012 appropriated funds detailed in Attachment 1.

**DISCUSSION**

The allocation is based on the level of funding in Senate Bill No. 1168 and the Provisions of the State Plan for Professional-Technical Education. The postsecondary allocation is based on the Annual Plan and Budget Request from the respective technical colleges. The State General Fund reflects an overall decrease of 2.24% from the original FY 2011 appropriation. The Legislature funded maintenance level decreases in the statewide cost allocation for the Division of Professional-Technical Education and EITC.

**IMPACT**

Establish FY 2012 operating budget.

**ATTACHMENTS**

Attachment 1 - FY 2011 Appropriation Allocation	Page 3
Attachment 2 - Appropriation bill (S 1168)	Page 5
Attachment 3 - Statement of Purpose/Fiscal Note	Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the allocation of Division of Professional-Technical Education FY 2012 appropriation.

**BOARD ACTION**

I move to approve the request from the Division of Professional-Technical Education for the allocation of the FY 2012 appropriation detailed in Attachment 1.

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

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DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION  
Allocation of State Division of Professional-Technical Education  
FY 2012 Appropriation

ATTACHMENT 1

	FY11 Allocation	FY12 Allocation
Program 01 (State Leadership and Technical Assistance)		
By Standard Class:		
Personnel Costs	\$ 1,827,700	\$ 1,793,900
Operating Expenses	386,900	376,800
Capital Outlay	0	0
Totals	\$ 2,214,600	\$ 2,170,700
By Source of Revenue:		
General Funds	1,864,000	1,820,100
One-time General Funds	0	0
Federal Funds	350,600	350,600
Totals	\$ 2,214,600	\$ 2,170,700
Program 02 (General Programs)		
By Major Program Area:		
Secondary Formula	\$ 10,008,769	\$ 10,008,769
Professional-Technical School Added Cost	2,434,400	2,434,400
General Programs Leadership	213,700	213,200
Special Programs		
Federal Leadership	700,671	700,671
Advanced Learning Partnership	420,000	420,000
Adult/Retraining	759,240	766,440
Support and Improvement Services	874,820	805,920
Totals	\$ 15,411,600	\$ 15,349,400
By Source of Revenue		
General Funds	\$ 10,555,000	\$ 10,492,800
One-time General Funds	0	0
Federal Funds	4,788,800	4,788,800
Dedicated Funds	67,800	67,800
Totals	\$ 15,411,600	\$ 15,349,400
Program 03 (Postsecondary Programs)		
By Technical College:		
College of Southern Idaho	5,370,556	5,273,756
College of Western Idaho	6,583,712	6,289,712
Eastern Idaho Technical College	5,683,820	5,642,720
Idaho State University	9,259,625	9,113,325
Lewis-Clark State College	3,642,478	3,584,978
North Idaho College	3,919,609	3,848,609
Totals	\$ 34,459,800	\$ 33,753,100
By Source of Revenue:		
General Funds	\$ 33,992,800	\$ 33,233,100
One-time General Funds	0	0
Unrestricted Funds	467,000	520,000
Totals	\$ 34,459,800	\$ 33,753,100

57	Allocation of State Division of Professional-Technical Education	<b>ATTACHMENT 1</b>	
58	FY 2012 Appropriation		
59		FY11	FY12
60		Allocation	Allocation
61			
62	Program 04 (Underprepared Adults/Displaced Homemaker Program)		
63			
64	By Major Program:		
65	Postsecondary Formula	\$ 1,975,700	\$ 1,975,700
66	Displaced Homemaker Program	370,000	170,000
67			
68	Totals	\$ 2,345,700	\$ 2,145,700
69			
70	By Source of Revenue:		
71	General Funds	\$ 200,000	\$ -
72	Federal Funds	1,975,700	1,975,700
73	Dedicated Funds	170,000	170,000
74	Totals	\$ 2,345,700	\$ 2,145,700
75			
76	Program 05 (Related Services)		
77			
78	By Standard Class:		
79	Personnel Costs	\$ 346,500	\$ 346,500
80	Operating Expenses	251,000	251,000
81	Trustee Payments	2,879,700	2,879,700
82	Totals	\$ 3,477,200	\$ 3,477,200
83			
84	By Source of Revenue:		
85	General Funds	965,600	965,600
86	One-Time General Funds	0	0
87	Federal Funds	2,136,800	2,136,800
88	Dedicated Funds	140,000	140,000
89	Miscellaneous Revenue	234,800	234,800
90	Totals	\$ 3,477,200	\$ 3,477,200
91			
92	By Source of Revenue:		
93	General Funds	\$ 47,577,400	\$ 46,511,600
94	One-time General Funds	0	0
95	Federal Funds	9,251,900	9,251,900
96	Dedicated Funds	377,800	377,800
97	Unrestricted Funds	467,000	520,000
98	Miscellaneous Revenue	234,800	234,800
99	Totals	\$ 57,908,900	\$ 56,896,100

LEGISLATURE OF THE STATE OF IDAHO  
Sixty-first Legislature First Regular Session - 2011

IN THE SENATE

SENATE BILL NO. 1168

BY FINANCE COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION  
FOR FISCAL YEAR 2012; AND REAPPROPRIATING CERTAIN UNEXPENDED AND UNEN-  
CUMBERED BALANCES.

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

SECTION 1. There is hereby appropriated to the Division of Profes-  
sional-Technical Education, the following amounts to be expended according  
to the designated programs and expense classes, from the listed funds for the  
period July 1, 2011, through June 30, 2012:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR TRUSTEE AND BENEFIT PAYMENTS	FOR LUMP SUM	TOTAL
I. STATE LEADERSHIP & TECHNICAL ASSISTANCE:					
FROM:					
General					
Fund	\$1,546,000	\$274,100			\$1,820,100
Federal Grant					
Fund	<u>247,900</u>	<u>102,700</u>			<u>350,600</u>
TOTAL	\$1,793,900	\$376,800			\$2,170,700
II. GENERAL PROGRAMS:					
FROM:					
General					
Fund	\$191,200	\$22,000	\$10,279,600		\$10,492,800
Hazardous Materials/Waste Enforcement					
Fund			67,800		67,800
Federal Grant					
Fund	<u>164,700</u>	<u>23,700</u>	<u>4,600,400</u>		<u>4,788,800</u>
TOTAL	\$355,900	\$45,700	\$14,947,800		\$15,349,400
III. POSTSECONDARY PROGRAMS:					
FROM:					
General					
Fund				\$33,233,100	\$33,233,100

			FOR		
	FOR	FOR	TRUSTEE AND	FOR	
	PERSONNEL	OPERATING	BENEFIT	LUMP	
	COSTS	EXPENDITURES	PAYMENTS	SUM	TOTAL
Unrestricted					
Fund				<u>520,000</u>	<u>520,000</u>
TOTAL				\$33,753,100	\$33,753,100
IV. UNDERPREPARED ADULTS/DISPLACED HOMEMAKERS:					
FROM:					
Displaced Homemaker					
Fund			\$170,000		\$170,000
Federal Grant					
Fund			<u>1,975,700</u>		<u>1,975,700</u>
TOTAL			\$2,145,700		\$2,145,700
V. RELATED SERVICES:					
FROM:					
General					
Fund	\$114,000	\$10,700	\$840,900		\$965,600
Miscellaneous Revenue					
Fund	188,300	46,500			234,800
Seminars and Publications					
Fund		140,000			140,000
Federal Grant					
Fund	<u>44,200</u>	<u>53,800</u>	<u>2,038,800</u>		<u>2,136,800</u>
TOTAL	\$346,500	\$251,000	\$2,879,700		\$3,477,200
GRAND TOTAL	\$2,496,300	\$673,500	\$19,973,200	\$33,753,100	\$56,896,100

SECTION 2. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the State Board of Education for the Division of Professional-Technical Education any unexpended and unencumbered balances of moneys categorized as dedicated funds and federal funds as appropriated for fiscal year 2011, to be used for nonrecurring expenditures, for the period July 1, 2011, through June 30, 2012.

## STATEMENT OF PURPOSE

### RS20620

This is the FY 2012 appropriation to Professional-Technical Education.

### FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2011 Original Appropriation	533.91	47,577,400	1,079,600	9,251,900	57,908,900
Reappropriation	0.00	0	280,600	341,200	621,800
FY 2011 Total Appropriation	533.91	47,577,400	1,360,200	9,593,100	58,530,700
Noncognizable Funds and Transfers	(12.72)	0	0	0	0
FY 2011 Estimated Expenditures	521.19	47,577,400	1,360,200	9,593,100	58,530,700
Removal of One-Time Expenditures	0.00	0	(280,600)	(341,200)	(621,800)
Base Adjustments	0.00	0	53,000	0	53,000
Restore Health Insurance Funding	0.00	0	0	0	0
FY 2012 Base	521.19	47,577,400	1,132,600	9,251,900	57,961,900
Benefit Costs	0.00	0	0	0	0
Inflationary Adjustments	0.00	0	0	0	0
Replacement Items	0.00	0	0	0	0
Statewide Cost Allocation	0.00	(14,700)	0	0	(14,700)
Change in Employee Compensation	0.00	0	0	0	0
Nondiscretionary Adjustments	0.00	0	0	0	0
FY 2012 Program Maintenance	521.19	47,562,700	1,132,600	9,251,900	57,947,200
Division of Professional-Technical Education					
1. Increased Enrollment Cost Adjustment	0.00	0	0	0	0
Omnibus Decisions	0.00	(1,051,100)	0	0	(1,051,100)
Lump Sum or Other Adjustments	0.00	0	0	0	0
FY 2012 Total	521.19	46,511,600	1,132,600	9,251,900	56,896,100
Chg from FY 2011 Orig Approp	(12.72)	(1,065,800)	53,000	0	(1,012,800)
% Chg from FY 2011 Orig Approp.	(2.4%)	(2.2%)	4.9%	0.0%	(1.7%)

**Contact:**

**Name:** Paul Headlee

**Office:** Budget and Policy Analysis

**Phone:** (208) 334-4746

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**SUBJECT**

Idaho Robert R. Lee Promise Scholarship – Approve Category A Award.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code §§ 33-4305(2), 33-4307(2)(a)

Idaho Administrative Procedures Act (IDAPA) 08.01.05

**BACKGROUND/DISCUSSION**

The intent of the Idaho Robert R. Lee Promise Scholarship Category A award is to encourage the best and brightest Idaho students to attend an Idaho college or university. Applicants are ranked based on academic and professional-technical high school records, and ACT or COMPASS scores. The provisions of Idaho Code §33-4307(2)(a), require the State Board of Education to annually set the amount of the award. The amount of the award has been \$3,000 per year (\$1,500 per semester) since the fall 2001 semester.

The FY 2012 appropriation will fund approximately 105 total scholarships. Seventy five percent of the new scholarships are awarded to students pursuing academic programs and twenty five percent are awarded to professional-technical students.

**IMPACT**

The Joint Finance and Appropriations Committee (JFAC) approves scholarships and grants funding at an aggregate level. The Office of the State Board of Education (OSBE), as the administering agency, then allocates the funding among the scholarships and grants. The Category A Scholarship Program will have \$317,048 for the 2011-2012 academic year.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the Promise Category A scholarship in the amount of \$3,000 per year (\$1,500 per semester).

**BOARD ACTION**

A motion to approve the amount of the Idaho Promise Scholarship, Category A, at \$3,000 per year (\$1,500 per semester) for those applicants who are selected to receive or renew the Idaho Robert R. Lee Promise Category A scholarship for the 2011-2012 academic year.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**SUBJECT**

Idaho Promise Scholarship – Approve Category B Award.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code §§ 33-4305 and 33-4308

Idaho Administrative Procedures Act (IDAPA) 08.01.05

**BACKGROUND/ DISCUSSION**

The Idaho Promise Scholarship Category B award is available for all Idaho students attending college for the first time and who have a high school grade point average of at least 3.0 or an ACT score of 20 or above. This scholarship is limited to two years and to students younger than 22 years of age. Students must maintain at least a 2.5 GPA while taking an average of 12 credits to remain eligible for the scholarship. State law requires the State Board of Education to annually set the amount of the award based on the legislative appropriation and the number of eligible students.

Statute permits the State Board of Education to set the annual individual amount up to \$600 and the total award up to \$1,200. If actual awards are different than projected for the fall 2011 semester, the Board may choose to increase or decrease the amount of the award for the spring 2012 semester.

The FY 2012 legislative appropriation will provide \$3,634,525 for the Promise Category B Scholarship. Based upon participation during FY 2011, Board staff has estimated the number of eligible students in academic year 2011-2012 to be approximately 8,700 students. With the award set at \$400 per student per year, the total amount awarded to all eligible students would be \$3,480,000.

**IMPACT**

The Idaho Promise Scholarship Category B provides a merit-based scholarship to Idaho high school students in an attempt to motivate students to excel in high school and attend an Idaho college. Estimated number of students receiving scholarships is 8,700.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the Promise Category B scholarship in the amount of \$200 per semester (\$400 annually).

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**BOARD ACTION**

A motion to approve the amount of the Idaho Promise Scholarship, Category B, at \$200 per semester per student (\$400 annually) for those current recipients who maintain eligibility and for qualified first-year entering students under the age of 22 in academic year 2011-2012, and to delegate to the Executive Director the authority to approve adjustments to the amount as necessary resulting from any enrollment changes or holdbacks that may be ordered by the Governor during FY 2012.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**SUBJECT**

FY 2012 Idaho Opportunity Scholarship

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code § 33-5605

IDAPA 08.01.13.010.01 and 08.01.13.300.02.a

**BACKGROUND/ DISCUSSION**

The intent of the Idaho Opportunity Scholarship is to provide financial resources to Idaho students who are economically disadvantaged, to close the gap between the estimated cost of attending an eligible Idaho institution of higher education and the expected student and family contribution toward such educational costs, and to encourage the educational development of such students in eligible Idaho postsecondary educational institutions. Provisions of the rules governing this scholarship program require that the State Board of Education annually establish the maximum amount of the award, the cost of attendance for purposes of this award determination, and the amount of the expected family contribution. Authorized administrative costs up to a maximum of 5% (not to exceed \$75,000) are permitted and must come from this same funding source.

In fiscal years 2008 and 2009, the Legislature appropriated a total of \$20M to fund an endowment for this scholarship program. In addition, during those same years JFAC appropriated \$1,925,000 for fund current year awards. The corpus and interest earnings from the Opportunity Scholarship Account were used during FY 2010 and FY 2011 to help fund the Opportunity Scholarship program.

The maximum award amount for FY 2011 was \$3,000 per year (\$1,500 per semester); the expected family contribution for FY 2011 was \$5,000; and the standard cost of attendance for award determination purposes was \$16,500 for the FY 2011 award year. Staff only awarded 126 renewals for FY 2011 in the amount of \$262,000 in order to maintain the integrity of the fund for future years.

Staff recommends maintaining the maximum award amount set for the FY 2012 academic year at \$3,000. The majority of full-year student recipients were eligible for the maximum \$3,000 award. The scholarship methodology provides "last dollars." Using this model, not all students will receive full awards.

The Board is responsible for setting the cost of attendance (COA) which is used in the formula to determine the amount of a student's award and the maximum amount of the scholarship award.

For purposes of the formula, the staff recommendation is to use a maximum of \$16,500 as the COA to determine scholarship awards. This was the same amount used for the previous two years, and due to funding limitations, staff is not requesting an adjustment for the 2012 award cycle.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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Eligible students are expected to share in the cost of their education and will be required to contribute an amount determined by the Board. Board staff recommends that the amount of the student contribution remain at \$5,000 for FY 2012. Additionally, it is recommended that the Board accept student-initiated scholarships and gifts from non-federal and non-institutional sources as part of the student contribution.

**IMPACT**

No new state General Funds were provided for Opportunity scholarships for FY 2012. The only funding available for Opportunity Scholarships will be from the corpus and interest earnings. Staff estimates approximately \$170,000 in interest will be available to fund scholarships for FY 2012. The majority of this will be used to fund renewal awards. Funds from the corpus will be used to fund new awards and renewals not funded by the interest earnings. It is estimated that we will be able to award renewal scholarships for all returning students.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the Opportunity Scholarship in the amount of \$3,000 per year (\$1,500 per semester).

Staff recommends the annual Cost of Attendance for the Opportunity scholarship award formula to be set at \$16,500.

Staff recommends that the student contribution be set at \$5,000, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Staff further recommends that in cases where further clarification is needed to determine whether aid counts towards the student responsibility the Board delegate to the Executive Director or his designee authority to make these determinations on behalf of the Board.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**BOARD ACTION**

I move to approve the maximum amount of the Idaho Opportunity Scholarship, to be \$3,000 per year (\$1,500/semester) for those applicants who are selected to receive or renew the Idaho Opportunity Scholarship for the Fiscal Year July 1, 2011-June 30, 2012.

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

I move to set the Cost of Attendance to be used in the formula that determines the award for the Opportunity Scholarship at a maximum of \$16,500 for the the Fiscal Year July 1, 2011-June 30, 2012.

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

I move to approve the student contribution for the Fiscal Year July 1, 2001-June 30, 2012 at \$5,000, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution. In cases where further clarification is needed to determine whether aid counts towards the student responsibility, the Board delegates to the Executive Director or his designee authority to make these determinations on its behalf.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**SUBJECT**

Renewal of University of Utah School of Medicine (UUSOM) Contract

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.(a)

**BACKGROUND / DISCUSSION**

Since July 1976, the State Board of Education has held an agreement with the UUSOM to reserve a specific number of seats for Idaho residents at the in-state tuition and fee rate established by UUSOM for residents of Utah. The Board makes annual fee payments in support of such Idaho resident students enrolled under this agreement. The cooperative agreement benefits both parties in reducing costs and improving other benefits. The current agreement expires at the conclusion of the 2010-2011 academic year.

Each academic year, the UUSOM reserves eight new positions in its entering class pursuant to this Agreement for Idaho resident students seeking an M.D. degree. The regular course of instruction to receive an M.D. degree at UUSOM is four years. Therefore, currently 32 students are enrolled at UUSOM at any time during each academic year.

The total annual support fee that the Board agrees to pay UUSOM for each Idaho resident student enrolled at UUSOM under this agreement for the 2011-12 academic year is \$37,605. Thereafter, the annual support fee for each Idaho resident student shall increase by the Higher Education Cost Adjustment (HECA) index. The index used shall be the published HECA Index for the year preceding the academic year.

The Office of the State Board of Education and the UUSOM have reviewed and revised the contract, which is effective for a period of three years ending with the 2013-2014 academic year. Material changes include:

Section 1(a) includes a provision that student applicants to UUSOM and WWAMI only need to submit one Idaho Residency Determination Worksheet to either ISU or UI. UI automatically provides residency certifications to UUSOM.

Section 2(b) of the agreement provides that UUSOM designate at least two Idaho licensed physicians approved by the Board to serve on the School's Admissions Selection Committee

Section 4 codifies current UUSOM practice of encouraging Idaho sponsored students to participate in shadowing Idaho physicians after the first year of school and offering electives during the fourth year.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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Section 5 further clarifies that should the Idaho Legislature appropriate insufficient funds to meet the total amount due to the School for an academic year, each Idaho student remaining in the program would be responsible for the difference between the annual support fee and the per student appropriation. For academic years 2010-11 and 2011-12, Idaho sponsored student will be assessed an additional surcharge by UUSOM due to a shortfall in the appropriation for the annual support fee.

Section 6(a) changes the annual support fee inflation factor from 120% of the Consumer Price Index (CPI) to a straight Higher Education Cost Adjustment (HECA) index rate. This change should not have a material impact.

Section 6(b) clarifies that when an Idaho sponsored student is on an approved leave of absence, the annual support fee shall be held by UUSOM in an escrow account until the student returns.

**IMPACT**

Renewal of the contract will continue to provide a cost-effective way for Idaho students to attend medical school.

**ATTACHMENTS**

Attachment 1 – University of Utah Medical Contract	Page 3
Attachment 2 – University of Utah Medical Contract-Redline Version	Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the three-year contract between the University of Utah School of Medicine and the State Board of Education as submitted, and to authorize the Executive Director of the State Board of Education to execute the contract on behalf of the Board.

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

**FOR THE PROVISION OF MEDICAL SCHOOL OPPORTUNITIES  
TO RESIDENTS OF THE STATE OF IDAHO**

This Agreement ("Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2011, between the University of Utah, on behalf of its School of Medicine, located in Salt Lake City, Utah (hereinafter referred to as the "School"), and the Idaho State Board of Education, located in Boise, Idaho, on behalf of the state of Idaho (hereinafter referred to as "SBOE").

**WHEREAS**, the School has an established, fully accredited, four-year M.D. degree granting School of Medicine, and no such degree is offered by an Idaho public higher education institution; and

**WHEREAS**, the parties hereto wish to enter into a cooperative program under which the School will reserve for qualified Idaho resident students positions in the School at the in-state tuition and fee rate established by the School for residents of the state of Utah, and SBOE will make annual support fee payments in support of such Idaho resident students enrolled pursuant to this Agreement, which cooperative program will benefit both parties in reducing costs, and will improve other benefits to both parties; and

**WHEREAS**, the School is dedicated to the improvement of health care delivery in the Intermountain region, which includes the states of Utah and Idaho; and

**WHEREAS**, the parties hereto anticipate that this cooperative program will result in significant progress in improving health care delivery, especially rural health care, in the Intermountain region.

**NOW THEREFORE**, it is mutually agreed as follows:

1. Positions Reserved for Idaho Resident Students.

(a) Each academic year upon agreement of both parties, the School will reserve eight (8) new positions in its entering class pursuant to this Agreement for Idaho resident students seeking an M.D. degree. The SBOE will determine the eligibility of Idaho resident students who wish to participate in the cooperative program covered by this Agreement, however Idaho students applying to the joint MD/PhD program at the School shall not be eligible to participate under this cooperative program. The SBOE delegates to Idaho State University (ISU), located in Pocatello, Idaho, the responsibility of designating those students who meet Idaho residency criteria and who are eligible to receive the benefits of this Agreement, except that applicants to the School who also apply to the University of Washington School of Medicine only will be required to submit an Idaho Residency Determination Worksheet to certify residency through one institution (either ISU or the University of Idaho (UI), located in Moscow, Idaho). UI automatically provides certifications for verification to the School. The regular course of instruction to receive an M.D. degree at the School is four (4) years.

(b) If an Idaho resident enrolled at the School pursuant to this Agreement permanently withdraws or is dismissed prior to completion of the M.D. degree, then the next academic year the School may accept another eligible Idaho resident student who is currently enrolled in the School's program in consultation with the SBOE. In such event, an Idaho resident student shall assume the vacant position of the Idaho resident student who has withdrawn or was dismissed. However, such student shall only receive the benefits of this Agreement for the remaining years of eligibility for the Idaho resident student who withdrew or was dismissed prior to completion of the M.D. degree.

(c) An Idaho resident enrolled at the School pursuant to this Agreement may request a leave of absence with the approval of both the School and SBOE, which will generally be granted for purposes such as participating in an academic program intended to further such student's training in the field of medicine, or for cases of significant hardship and to the extent such leave is otherwise consistent with the practices and policies of the School. In such event, an Idaho resident student shall not be permitted to assume the temporary vacant position of the Idaho resident student on leave of absence, without the approval of the SBOE. At no time will any student be sponsored by the SBOE for more than a total of four (4) years.

(d) Unless the student withdraws or is dismissed as contemplated in paragraph 1(b) above, each Idaho resident student enrolled at the School under this cooperative program (including a student on leave of absence pursuant to paragraph 1(c) above) shall be permitted to continue at the School until such student has finished the regular course of instruction required to receive the M.D. degree (i.e.: four (4) years of academic instruction); notwithstanding, funding for such student under this Agreement is subject to the limitations described in Section 7 of this Agreement and the student's obligations with respect to the payment of tuition as described at Section 5 of this Agreement. The regular course of instruction may be increased or decreased for a particular student on a case by case basis as agreed upon by the School and SBOE. At no time will any student be sponsored by the SBOE for more than a total of four (4) years.

(e) An Idaho resident student who is offered and accepts a reserved position shall, from that point forward in such student's course of instruction at the School, be considered a resident of Idaho, notwithstanding establishment of legal residence in the state of Utah.

(f) Except as otherwise permitted by this Agreement, the number of positions reserved each year may be increased or decreased only by mutual written consent of both parties to this Agreement.

2. Admission Requirements.

(a) All Idaho resident students designated as eligible for benefits under this Agreement must apply for admission to the School in accordance with the regular admission procedures of the School, which includes the application process of the American

Medical College Application Service, and the screening criteria and interview procedures developed by the School.

(b) The School agrees to designate at least two Idaho licensed physicians approved by SBOE to serve on the School's Admissions Selection Committee for the purpose of assisting in the selection of the Idaho resident students to be admitted pursuant to this Agreement. The Assistant Dean for Idaho Affairs will also serve as a member of such Admissions Selection Committee. The Idaho licensed physicians will also participate as full voting members in selection deliberations involving Idaho resident student applicants. Idaho physicians may participate by teleconference but if they attend in person, then the SBOE will be responsible for all SBOE pre-approved travel expenses related to the Idaho licensed physicians serving on the Admissions Committee, in accordance with Idaho State Board of Examiner's travel policies. The Dean of the School, or his designee, shall have final authority over the acceptance or rejection of Idaho student applicants.

3. Rules and Regulations. Except as otherwise expressly provided for in this Agreement, Idaho resident students holding reserved positions shall be subject to the same academic, disciplinary, and other rules, regulations, requirements, and privileges that are applicable to all other students in the School.

4. Clinical Rotations in Idaho. The School will encourage Idaho sponsored students to participate in shadowing Idaho physicians after the first year of school and will offer electives during the senior year of school. As part of the regular course of instruction for an M.D. degree, students participate in ambulatory clinical rotations during the third year of training. The parties agree that the Idaho resident students enrolled pursuant to the cooperative program covered by this Agreement shall serve such ambulatory clinical rotations at facilities in the state of Idaho, to the extent such opportunities are reasonably available. Upon a showing of hardship by the Idaho resident student, this requirement that an ambulatory clinical rotation occur at a facility in the state of Idaho may be waived by the SBOE. The coordination of such ambulatory clinical rotations shall be the responsibility of the School. The School shall report annually to the SBOE on the status of student rotations in the state of Idaho.

5. Tuition. Idaho resident students who are enrolled under the provisions of this Agreement shall be assessed the tuition and fees established for Utah resident students. In addition, Idaho resident students may be assessed any additional tuition and fees that may be required by law, required by SBOE, or are otherwise necessary to cover any shortfall between the Annual Support Fee (as defined below) and the tuition and fees established for non-resident students.

**6. Annual Support Fee and Payments.**

(a) The total annual support fee that SBOE agrees to pay the School for each Idaho resident student enrolled in the School under this cooperative program for the 2011-12 academic year shall be \$37,600 per Idaho resident student which is the amount appropriated by the State of Idaho (the "Annual Support Fee"). Thereafter, the parties agree that the Annual Support Fee for each Idaho resident student shall increase by an amount which is equal to the increase in the Higher Education Cost Adjustment (HECA) index. The index used shall be the published HECA index for the most recently available year preceding the academic year.

(b) The SBOE's annual support fee obligation each academic year shall be for Idaho resident students enrolled in the cooperative program. The annual support fee for any student(s) on a leave of absence pursuant to Section 1(c) of this Agreement shall be placed in an escrow account by the School to be used upon a student's return to the School. If a student does not return to the School, moneys in the escrow account will be returned to the State of Idaho through the SBOE consistent with the terms of Section 8 of this Agreement.

(c) The SBOE agrees to make the annual support fee payment to the School within thirty (30) days after receiving from the School the annual support fee statement, which details the Idaho resident students enrolled under this Agreement.

(d) SBOE's payment obligation for each Idaho resident student enrolled in the School pursuant to this Agreement will continue for the length of enrollment of each Idaho resident student in the School. The receipt of any scholarship by an Idaho resident student, including any federal scholarship, will not reduce the SBOE's obligation under this Agreement.

(e) The School agrees to collect the incentive fee assessed by SBOE pursuant to Idaho Code §33-3723, establishing the Idaho Rural Physician Incentive Program. Each academic year SBOE will notify the School of the amount to be collected from each Idaho resident student enrolled pursuant to this cooperative program for that school year. The School will collect the fee from all Idaho sponsored students, and promptly transfer such funds to SBOE.

**7. Legislative Appropriation.**

(a) SBOE agrees that it will include support obligations which it anticipates will become due as a result of this Agreement in each budget submitted to the Idaho Legislature, and will use good faith efforts to secure appropriations to meet such anticipated obligations. However, if the Idaho Legislature fails to appropriate an amount of money sufficient to meet the total amount due to the School for an academic year, then SBOE will not be obligated for support fee payments beyond the funds appropriated. If the Idaho Legislature appropriates an amount

of money insufficient to meet the total amount due to the School for an academic year, then each Idaho resident student who determines to remain in the program shall be responsible for the difference between the annual support fee and the per student appropriation.

- (b) If the Idaho Legislature fails to make any appropriation or otherwise determines to discontinue Idaho's participation in this cooperative program, then in such event the School will not be obligated to reserve any positions in future entering classes, and the School agrees to permit each Idaho resident student enrolled under this Agreement to continue in the course of instruction leading to the M.D. degree, so long as a satisfactory academic record is maintained and the Idaho resident student pays the applicable tuition and fees. Under these circumstances, the School will have the right to charge each Idaho resident student the tuition and fees established for non-resident students.

8. Refunding of Annual Support Fee. In the event an Idaho resident student enrolled pursuant to this Agreement is terminated during an academic year for any reason, then the School will refund to SBOE the annual support fee payment made on behalf of such student, subject to the same rules and regulations as apply generally to the refund of tuition and fees to medical students enrolled in the School that terminate their course of study during an academic year.

9. Information to SBOE. The School will submit an annual report to SBOE on or before August 31 of each year of this Agreement, which shall include the names of students accepted for the upcoming school year, and a report on the academic progress of continuing students enrolled under this Agreement. From time to time, as information is necessary for the successful operation of this cooperative program, the School will, upon reasonable request, make additional reports to the SBOE. Such information is limited to that permitted to be disclosed by the School to the SBOE under the Family Education Rights and Privacy Act, 20 U.S.C.A. § 1232g, as amended.

10. Term and Termination. The effective date of this Agreement shall coincide with the beginning of the 2011-2012 academic year of the School, and will expire at the conclusion of the 2013-2014 academic year of the School. Notwithstanding, this Agreement may be terminated by either party prior to the expiration date for any reason upon 30 days written notice to the other party. The parties agree that the expiration or termination of this Agreement shall not affect: (a) the School's obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, and (b) SBOE's support fee obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, unless such students withdraw or are dismissed as discussed in Section 1(b) hereinabove. This Agreement may not be modified or amended except by a written instrument executed by both parties. If full payment by the SBOE is not made by the due date for such payment, then the Agreement may be terminated immediately, except as it applies to individual Idaho resident students currently enrolled at the School at the time of such termination.

11. Notice. All notices and other communications shall be addressed as follows:

Idaho State Board of Education

Dr. Mike Rush  
Executive Director  
Office of the State Board of Education  
PO Box 83720  
Boise, ID 83720-0037

University of Utah

Dr. A. Lorris Betz  
Senior Vice President for Health Sciences  
University of Utah School of Medicine  
50 North Medical Drive  
Salt Lake City, UT 84132-0001

**IN WITNESS WHEREOF**, the parties hereto, by their authorized representatives, have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2011.

**IDAHO STATE BOARD OF EDUCATION**

**UNIVERSITY OF UTAH**

\_\_\_\_\_  
Executive Director  
Idaho State Board of Education

\_\_\_\_\_  
Senior Vice President for Health  
Sciences  
University of Utah



**FOR THE PROVISION OF MEDICAL SCHOOL OPPORTUNITIES  
TO RESIDENTS OF THE STATE OF IDAHO**

This Agreement ("Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2011~~08~~<sup>08</sup>, between the University of Utah, on behalf of its School of Medicine, located in Salt Lake City, Utah (hereinafter referred to as the "School"), and the Idaho State Board of Education, located in Boise, Idaho, on behalf of the state of Idaho (hereinafter referred to as "SBOE").

**WHEREAS**, the School has an established, fully accredited, four-year M.D. degree granting School of Medicine, and no such degree is offered by an Idaho public higher education institution; and

**WHEREAS**, the parties hereto wish to enter into a cooperative program under which the School will reserve for qualified Idaho resident students positions in the School at the in-state tuition and fee rate established by the School for residents of the state of Utah, and SBOE will make annual support fee payments in support of such Idaho resident students enrolled pursuant to this Agreement, which cooperative program will benefit both parties in reducing costs, and will improve other benefits to both parties; and

**WHEREAS**, the School is dedicated to the improvement of health care delivery in the Intermountain region, which includes the states of Utah and Idaho; and

**WHEREAS**, the parties hereto anticipate that this cooperative program will result in significant progress in improving health care delivery, especially rural health care, in the Intermountain region;

**NOW THEREFORE**, it is mutually agreed as follows:

1. Positions Reserved for Idaho Resident Students.

(a) Each academic year upon agreement of both parties, the School will reserve ~~a minimum of~~ eight (8) new positions, ~~and up to twelve (12) new positions~~, in its entering class pursuant to this Agreement for Idaho resident students seeking an M.D. degree. The SBOE will determine the eligibility of Idaho resident students who wish to participate in the cooperative program covered by this Agreement, however, Idaho students applying to the joint MD/PhD program at the School shall not be eligible to participate under this cooperative program. ~~and hereby~~ The SBOE delegates to Idaho State University (ISU), located in Pocatello, Idaho, the responsibility of designating those students who meet Idaho residency criteria and who are eligible to receive the benefits of this Agreement, except that ~~Applicants to the School both University of Utah who also apply to the~~ and University of Washington School of Medicine only will be required ~~need~~ to submit an Idaho Residency Determination Worksheet to certify residency through one institution (either ISU or the University of Idaho (UI), located in Moscow, Idaho). UI automatically provides certifications for

verification to the School. The regular course of instruction to receive an M.D. degree at the School is four (4) years.

(b) If an Idaho resident enrolled at the School pursuant to this Agreement permanently withdraws or is dismissed prior to completion of the M.D. degree, then the next academic year the School may accept another eligible Idaho resident student who is currently enrolled in the School's program in consultation with the SBOE. In such event, an Idaho resident student shall assume the vacant position of the Idaho resident student who has withdrawn or was dismissed. However, such student shall only receive the benefits of this Agreement for the remaining years of eligibility for the Idaho resident student who withdrew or was dismissed prior to completion of the M.D. degree.

(c) An Idaho resident enrolled at the School pursuant to this Agreement may request a leave of absence with the approval of both the School and SBOE, which will generally be granted for purposes such as participating in an academic program intended to further such student's training in the field of medicine, or for cases of significant hardship and to the extent such leave is otherwise consistent with the practices and policies of the School. In such event, an Idaho resident student shall not be permitted to assume the temporary vacant position of the Idaho resident student on leave of absence, without the approval of the SBOE. ~~The funding otherwise available for a student on an approved leave of absence will be made available by the SBOE for the benefit of such student for the remaining years of medical training at the School when the student returns to full academic status; however, the SBOE shall not be responsible for any increases in the annual support fee.~~ At no time will any student be sponsored by the SBOE for more than a total of four (4) years.

(d) Unless the student withdraws or is dismissed as contemplated in paragraph 1(b) above, each Idaho resident student enrolled at the School under this cooperative program (including a student on leave of absence pursuant to paragraph 1(c) above) shall be permitted to continue at the School until such student has finished the regular course of instruction required to receive the M.D. degree (i.e.: four (4) years of academic instruction); notwithstanding, funding for such student under this Agreement is subject to the limitations described in Section 7 and the student's obligations with respect to the payment of tuition as described at Section 5 of this Agreement. The regular course of instruction may be increased or decreased for a particular student on a case by case basis as agreed upon by the School and SBOE. At no time will any student be sponsored by the SBOE for more than a total of four (4) years.

(e) An Idaho resident student who is offered and accepts a reserved position shall, from that point forward in such student's course of instruction at the School, be considered a resident of Idaho, notwithstanding establishment of legal residence in the state of Utah.

(f) Except as otherwise permitted by this Agreement, the number of positions reserved each year may be increased or decreased only by mutual written consent of both parties to this Agreement.

2. Admission Requirements.

(a) All Idaho resident students designated as eligible for benefits under this Agreement must apply for admission to the School in accordance with the regular admission procedures of the School, which includes the application process of the American Medical College Application Service, and the screening criteria and interview procedures developed by the School.

(b) The School agrees to designate at least ~~two to four (4)~~ Idaho licensed physicians approved by SBOE to serve on the School's Admissions Selection Committee for the purpose of assisting in the selection of the Idaho resident students to be admitted pursuant to this Agreement. The Assistant Dean for Idaho Affairs will also serve as a member of such Admissions Selection Committee. The Idaho licensed physicians will also participate as full voting members in selection deliberations involving Idaho resident student applicants. Idaho physicians may participate by teleconference but if they attend in person, then the SBOE will be responsible for all SBOE pre-approved travel expenses related to the Idaho licensed physicians serving on the Admissions Committee, in accordance with Idaho State Board of Examiner's travel policies. The Dean of the School, or his designee, shall have final authority over the acceptance or rejection of Idaho student applicants.

3. Rules and Regulations. Except as otherwise expressly provided for in this Agreement, Idaho resident students holding reserved positions shall be subject to the same academic, disciplinary, and other rules, regulations, requirements, and privileges that are applicable to all other students in the School.

4. Clinical Rotations in Idaho. The School will encourage Idaho sponsored students to participate in shadowing Idaho physicians after the first year of school and will offer electives during the senior year of school. As part of the regular course of instruction for an M.D. degree, students participate in ambulatory clinical rotations during the third year of training. The parties agree that the Idaho resident students enrolled pursuant to the cooperative program covered by this Agreement shall serve such ambulatory clinical rotations at facilities in the state of Idaho, to the extent such opportunities are reasonably available. Upon a showing of hardship by the Idaho resident student, this requirement that an ambulatory clinical rotation occur at a facility in the state of Idaho may be waived by the SBOE. The coordination of such ambulatory clinical rotations shall be the responsibility of the School. The School shall report annually to the SBOE on the status of student ~~clinical~~ rotations in the state of Idaho.

5. Tuition. Idaho resident students who are enrolled under the provisions of this Agreement shall be assessed the tuition and fees established for Utah resident students. In addition, Idaho resident students may be assessed any additional tuition and fees that may be required by law, ~~or~~ required by SBOE, or are otherwise necessary to cover any shortfall between the Annual Support Fee (as defined below) and the tuition and fees established for non-resident students.

6. Annual Support Fee and Payments.

(a) The total annual support fee that SBOE agrees to pay the School for each Idaho resident student enrolled in the School under this cooperative program for the ~~2008-09~~11-12 academic year shall be \$~~37,600~~5,177 per Idaho resident student which is the amount appropriated by the State of Idaho ~~(the "Annual Support Fee")~~. Thereafter, the parties agree that the ~~a~~Annual ~~s~~Support ~~f~~Fee for each Idaho resident student shall increase by an amount which is equal to 120% of the increase in the Consumer Price Index Higher Education Cost Adjustment (HECA) index. The index used shall be the published ~~December to December Consumer Price Index~~ HECA index for the 2<sup>nd</sup> most recently available year preceding the academic year. ~~The published Consumer Price Index used will be from the U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers, U.S. City Averages, All Items.~~

(b) The SBOE's annual support fee obligation each academic year shall ~~only~~ be for Idaho resident students ~~actually~~ enrolled in the cooperative program ~~under this Agreement during such academic year, and accordingly shall be subject to adjustment as described in Section 8 hereinbelow.~~ The annual support fee for any student(s) on a leave of absence pursuant to Section 1(c) of this Agreement shall be placed in an escrow account by the School to be used upon a student's return to the School. If a student does not return to the School, moneys in the escrow account will be returned to the State of Idaho through the SBOE consistent with the terms of Section 8 of this Agreement.

(c) The SBOE agrees to make the annual support fee payment to the School within thirty (30) days after receiving from the School the annual support fee statement, which details the Idaho resident students enrolled under this Agreement.

(d) SBOE's payment obligation for each Idaho resident student enrolled in the School pursuant to this Agreement will continue for the length of enrollment of each Idaho resident student in the School. The receipt of any scholarship by an Idaho resident student, including any federal scholarship, will not reduce the SBOE's obligation under this Agreement.

(e) The School agrees to collect the incentive fee assessed by SBOE pursuant to Idaho Code §33-3723, establishing the Idaho Rural Physician Incentive Program. Each academic year SBOE will notify the School of the amount to be collected from each Idaho resident student enrolled pursuant to this cooperative program for that school year. The School will collect the fee from all Idaho sponsored students, and promptly transfer such funds to SBOE.

7. Legislative Appropriation.

(a) SBOE agrees that it will include support obligations which it anticipates will become due as a result of this Agreement in each budget submitted to the Idaho

Legislature, and will use good faith efforts to secure appropriations to meet such anticipated obligations. However, if the Idaho Legislature fails to ~~make any appropriation, or~~ appropriates an amount of money ~~insufficient~~ to meet the total amount due to the School for an academic year, then SBOE will not be obligated for support fee payments beyond the funds appropriated, ~~if any~~. If the Idaho Legislature appropriates an amount of money insufficient to meet the total amount due to the School for an academic year, then each Idaho resident student who determines to remain in the program shall be responsible for the difference between the annual support fee and the per student appropriation.

~~(a)~~(b) If the Idaho Legislature fails to make any appropriation or otherwise determines to discontinue Idaho's participation in this cooperative program, then in such event the School will not be obligated to reserve any positions in future entering classes, and the School agrees to permit each Idaho resident student enrolled under this Agreement to continue in the course of instruction leading to the M.D. degree, so long as a satisfactory academic record is maintained and the Idaho resident student pays the applicable tuition and fees. Under these circumstances, the School will have the right to charge each Idaho resident student the tuition and fees established for non-resident students.

8. Refunding of Annual Support Fee. In the event an Idaho resident student enrolled pursuant to this Agreement is terminated during an academic year for any reason, then the School will refund to SBOE the annual support fee payment made on behalf of such student, subject to the same rules and regulations as apply generally to the refund of tuition and fees to medical students enrolled in the School that terminate their course of study during an academic year.

9. Information to SBOE. The School will submit an annual report to SBOE on or before August 31 of each year of this Agreement, which shall include, ~~In addition, the School will provide to SBOE on or before August 31 of each year of this Agreement~~ the names of students accepted for the upcoming school year, and a report on the academic progress of continuing students enrolled under this Agreement. From time to time, as information is ~~required~~ necessary for the successful operation of this cooperative program, the School will, upon reasonable request, make additional reports to the SBOE. Such information is limited to that permitted to be disclosed by the School to the SBOE under the Family Education Rights and Privacy Act, 20 U.S.C.A. § 1232g, as amended.

10. Term and Termination. The effective date of this Agreement shall coincide with the beginning of the ~~2008-2009~~ 11-2012 academic year of the School, and will expire at the conclusion of the ~~2010-2011~~ 2013-2014 academic year of the School. Notwithstanding, this Agreement may be terminated by either party prior to the expiration date for any reason upon 30 days written notice to the other party. The parties agree that the expiration or termination of this Agreement shall not affect: (a) the School's obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, and (b) SBOE's support fee obligation with respect to Idaho resident students

enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, unless such students withdraw or are dismissed as discussed in Section 1(b) hereinabove. This Agreement may not be modified or amended except by a written instrument executed by both parties. If full payment by the SBOE is not made by the due date for such payment, then the Agreement may be terminated immediately, except as it applies to individual Idaho resident students currently enrolled at the School at the time of such termination.

11. Notice. All notices and other communications shall be addressed as follows:

Idaho State Board of Education  
Dr. Mike Rush  
Executive Director  
Office of the State Board of Education  
PO Box 83720  
Boise, ID 83720-0037

University of Utah  
Dr. A. Lorris Betz  
Senior Vice President for Health Sciences  
University of Utah School of Medicine  
50 North Medical Drive  
Salt Lake City, UT 84132-0001

**IN WITNESS WHEREOF**, the parties hereto, by their authorized representatives, have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2011~~08~~.

**IDAHO STATE BOARD OF EDUCATION**

**UNIVERSITY OF UTAH**

\_\_\_\_\_  
Executive Director  
  
Idaho State Board of Education

\_\_\_\_\_  
Senior Vice  
President for Health Sciences  
University of Utah

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**SUBJECT**

Board Policy, Section F and V – first reading

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Policy, Section V.F. and V.K.

**BACKGROUND/ DISCUSSION**

The current policy on Board approval of capital projects is not consistent with the Board's preferred practice in terms of project approval milestones. At the Board's June 2009 meeting the Board has asked that the capital project approval process be broken down into the following major steps:

1. Planning & Design
2. Financial Review
3. Project Approval
4. Financing Approval

While institutions generally follow the Board's preferred approval process, the process has never been formally documented nor adopted.

**IMPACT**

The revised policies will provide clarity in terms of the Board's expectations and preferred process for submitting requests for major capital project approval.

**ATTACHMENTS**

Attachment 1 – Proposed Revised Policy, Section V.F..

Page 3

Attachment 2 – Proposed Revised Policy, Section V.K..

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

The revisions to Board policy, V.K. Construction Projects, are as follows:

1. The authorization limits are moved from Paragraph 2 to Paragraph 1 of the Policy, and subparagraphs are added for ease of reading. The quarterly reporting requirement for delegated authority projects is removed.
2. New Paragraphs 2 – 6 set forth the steps for capital project approval from proposed plans through construction and financing.
3. Paragraph 7 establishes a process for annual review by the Board of capital plans coinciding with the Permanent Building Fund Advisory Council's timeline.

The revised policies will help facilitate the Board's oversight duties. Institutions and agencies will benefit from clear and consistent policies and procedures on capital project approval.

Staff recommends approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**BOARD ACTION**

I move to approve the first reading of the amendment to Board Policy V.F. Bonds and Other Indebtedness and V.K. Construction Projects, as submitted.

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



## **F. Bonds and Other Indebtedness**

### **1. General Powers**

The University of Idaho, Idaho State University, Lewis-Clark State College, and Boise State University may, by a majority vote of all the members of the Board, borrow money with or without the issuance of bonds pursuant to Chapter 38, Title 33, Idaho Code. The Board must act by formal resolution. Such indebtedness is not an obligation of the state of Idaho but is an obligation solely of the respective institutions and the respective board of trustees. Any indebtedness is to be used to acquire a project, facility, or other asset that may be required by or be convenient for the purposes of the institution. For indebtedness of a major capital project, an institution shall first obtain approval in accordance with Board policy V.K. Student fees, rentals, charges for the use of the projected facility, or other revenue may be pledged or otherwise encumbered to pay the indebtedness. Refunding bonds also may be issued.

Eastern Idaho Technical College is not authorized to borrow money under Chapter 38, Title 33, Idaho Code.

### **2. Attorney General's Opinion**

The Board or the institution may request the Attorney General of Idaho to review and pass upon the validity of a proposed bond issue. If found valid, the bond is an incontestable, binding obligation on the institution.

### **3. Private Sale**

A private sale of bonds is permitted only with the prior approval of the Board as the governing body of the institution. The chief executive officer of the institution must justify why a public sale is not desirable and explain the benefits of a private sale of bonds.

### **4. Responsibility of the Chief Executive Officer**

The chief executive officer of the institution is responsible for compliance with state law and these provisions when any indebtedness is incurred.

### **5. Expenditure of Excess Revenue**

Expenditure of project revenues over and above that pledged or otherwise encumbered to meet the indebtedness is limited to expenditures for projects identified in the bond's Official Statement. Expenditure of excess revenue for other projects requires prior Board approval. Expenditures between two hundred fifty

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: F. Bonds and Other Indebtedness**

~~April 2002~~ [June 2011](#)

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thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval from the executive director and expenditures greater than five hundred thousand dollars (\$500,000) require prior Board approval.

## 1. Major Project Approvals – Authorization Limits

- a. Without regard to the source of funding, proposals by any institution or agency under the governance of the Board to make capital improvements, either in the form of alteration or repair to existing facilities or construction of new facilities, when the cost of the project is estimated to be between three hundred fifty thousand dollars (\$350,000) and seven hundred fifty thousand dollars (\$750,000), must first be submitted to the executive director for review and approval.
- b. Without regard to the source of funding, proposals by any institution or agency under the governance of the Board to make capital improvements, either in the form of alteration or repair to existing facilities or construction of new facilities, when the cost of the project is estimated to exceed seven hundred fifty thousand dollars (\$750,000), must first be submitted to the Board for its review and approval.
- c. Projects requiring executive director or Board approval must include a separate budget line for architects, engineers, or construction managers and engineering services for the project cost. ~~Budgets for maintenance, repair, and upkeep of existing facilities must be submitted for Board review and approval as a part of the annual operating budget of the institution or agency.~~
- d. Without regard to the source of funding, before any institution or agency under the governance of the Board begins to make capital improvements, either in the form of alteration or repair to existing facilities or construction of new facilities, it must be authorized based on the limits listed below.

<u>Project Originally Authorized By</u>	<u>Original Project Cost</u>	<u>Cumulative Value of Change(s)</u>	<u>Aggregate Revised Project Cost</u>	<u>Change Authorized By</u>
<u>Local Agency</u>	<u>&lt; \$350,000</u>	<u>Any</u>	<u>&lt; \$350,000</u>	<u>Local Agency</u>
<u>Local Agency</u>	<u>&lt; \$350,000</u>	<u>Any</u>	<u>\$350,000-\$750,000</u>	<u>Executive Director</u>
<u>Local Agency</u>	<u>&lt;\$350,000</u>	<u>Any</u>	<u>&gt; \$750,000</u>	<u>SBOE</u>
<u>Executive Director</u>	<u>\$350,000-\$750,000</u>	<u>&lt;= \$250,000</u>	<u>&lt;= \$500,000</u>	<u>Local Agency</u>
<u>Executive Director</u>	<u>\$350,000-\$750,000</u>	<u>Any</u>	<u>&gt;\$750,000</u>	<u>SBOE</u>
<u>SBOE</u>	<u>&gt; \$750,000</u>	<u>&lt;\$350,000</u>	<u>Any</u>	<u>Local Agency</u>
<u>SBOE</u>	<u>&gt; \$750,000</u>	<u>\$350,000-\$750,000</u>	<u>Any</u>	<u>Executive Director</u>
<u>SBOE</u>	<u>&gt; \$750,000</u>	<u>&gt;\$750,000</u>	<u>Any</u>	<u>SBOE</u>

#### **42. Major Project Approvals - Proposed Plans**

Without regard to the source of funding, before any institution, ~~school~~ or agency under the governance of the Board begins project concept and formal planning to make capital improvements, either in the form of ~~renovation or addition to or demolition alteration or repair~~ of existing facilities, or construction of new facilities, when the total cost of the capital project is estimated to exceed ~~five~~ seven hundred ~~fifty~~ thousand dollars (\$~~7500~~,000), such proposed plans must first be submitted to the Board for its review and approval. ~~All projects identified on the institutions', schools or agencies' six-year capital plan must receive Board approval.~~ Project concept planning includes, but is not limited to, development of project scope statements and supporting analysis, concept level pre-design studies of alternatives, potential project budget ranges, concept schedule information, and project-specific fundraising.

#### **3. Major Project Approvals - Planning and Design**

Board approval is required before any institution or agency begins planning and design for a project that has previously received approval for project concept and formal planning. Planning and design encompasses the preparation of architectural and engineering documents and associated budget and schedule information through the completion of the construction documents for bidding.

#### **4. Major Project Approvals – Preliminary Project and Financing Plan**

Board approval of a preliminary project budget and financing plan (including financial pro forma, debt/operating expenses ratio, pledges, strategic facilities fees, and other material financial information) is required for a project that has previously received approval for its planning and design.

#### **5. Major Project Approvals – Final Approval – Construction, Financing and Incurrence of Debt**

- a. Board approval is required to proceed with the construction of a project that has received approval for its preliminary project budget and financing plan. These two respective levels of approval may be requested concurrently.
- b. Board approval for financing capital projects via the issuance of bonds, or incurrence of any other indebtedness, is required pursuant to Board policy V.F. for a project that has previously received approval for construction. All other projects financed entirely without indebtedness do not need separate approval for financing. The Board will not consider concurrent requests for approval for construction and financing for the same project. Therefore, institutions seeking

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approval for project financing must bring a request for said approval to a Board meeting subsequent to the meeting at which project construction is approved.

## **~~2. Project Approvals~~**

~~Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to be between three hundred fifty thousand dollars (\$350,000) and seven hundred fifty thousand dollars (\$750,000), must first be submitted to the executive director for review and approval. Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities or construction of new facilities, when the cost of the project is estimated to exceed seven hundred fifty thousand dollars (\$750,000), must first be submitted to the Board for its review and approval. Project cost must be detailed by major category (construction cost, architecture fees, contingency funds, and other). When a project is under the primary supervision of the Board of Regents or the Board and its institutions, school or agencies, a separate budget line for architects, engineers, or construction managers and engineering services must be identified for the project cost. Budgets for maintenance, repair, and upkeep of existing facilities must be submitted for Board review and approval as a part of the annual operating budget of the institution, school or agency.~~

## **7. Board Review of Capital Improvement Plans**

Capital improvement plans shall be reviewed by the Board at the regularly scheduled June meeting and shall include:

- a. An annual capital projects plan tied to the campus master plan;
- b. A list of major capital projects for which funding from the Permanent Building Fund may be requested for the next fiscal year; and
- c. A six-year capital improvement plan.

## **38. Fiscal Revisions to Previously Approved Projects**

If ~~the~~ a project budget increases above the approved amount, then the institution, school, or agency ~~may~~ shall be required to seek further authorization based on the limits established in Section 1.., ~~as follows:~~

<del>Project Originally</del>	<del>Original Project</del>	<del>Cumulative</del>	<del>Aggregate Revised</del>	<del>Change</del>
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Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**  
 SECTION: V. FINANCIAL AFFAIRS  
 Subsection: K. Construction Projects

ATTACHMENT 2

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<del>Authorized By</del>	<del>Cost</del>	<del>Value of Change(s)</del>	<del>Project Cost</del>	<del>Authorized By</del>
<del>Local Agency</del>	<del>≤ \$350,000</del>	<del>Any</del>	<del>≤ \$350,000</del>	<del>Local Agency</del>
<del>Local Agency</del>	<del>≤ \$350,000</del>	<del>Any</del>	<del>\$350,000 - \$750,000</del>	<del>Executive Director</del>
<del>Local Agency</del>	<del>≤ \$350,000</del>	<del>Any</del>	<del>&gt; \$750,000</del>	<del>SBOE</del>
<del>Executive Director</del>	<del>\$350,000 - \$750,000</del>	<del>≤ \$250,000</del>	<del>≤ \$500,000</del>	<del>Local Agency</del>
<del>Executive Director</del>	<del>\$350,000 - \$750,000</del>	<del>Any</del>	<del>&gt; \$500,000 - \$750,000</del>	<del>SBOE</del>
<del>SBOE</del>	<del>&gt; \$750,000</del>	<del>≤ \$350,000</del>	<del>Any</del>	<del>Local Agency</del>
<del>SBOE</del>	<del>&gt; \$750,000</del>	<del>\$350,000 - \$750,000</del>	<del>Any</del>	<del>Executive Director</del>
<del>SBOE</del>	<del>&gt; \$750,000</del>	<del>&gt; \$750,000</del>	<del>Any</del>	<del>SBOE</del>

~~All modifications approved by the Executive Director shall be reported quarterly to the Board.~~

#### **49. Project Acceptance**

Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution, ~~school~~ or agency are accepted by the institution, ~~school~~ or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

#### **510. Statute and Code Compliance**

- All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.
- In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

**BOISE STATE UNIVERSITY**

**SUBJECT**

Enterprise System Roadmap Implementation Project

**BACKGROUND/DISCUSSION**

Enterprise systems are the administrative and academic systems of record for Boise State University. They include student records, finance, research, learning management, HR/Payroll, business intelligence, and other systems that enable us to operate as a major metropolitan university. These systems enable achieving and supporting the mission of the University.

Boise State University has developed a roadmap to not only transition us to a more sustainable and maintainable system state, but more importantly to gain more value and effectiveness from our enterprise systems, to focus on core objectives for the University, and to adopt best practices for enterprise systems operation and development. This is a significant part of our IT simplification strategy. The ultimate goal is a shift of resources from sustaining systems to innovating and advancing systems.

**IMPACT**

There are several projects and initiatives that will need to be part of the Enterprise System Roadmap Implementation project to meet our objectives. These projects and initiatives include: Financial System upgrade; HR/Payroll upgrade; Student System upgrade; implementing a research administration system to support our rapidly growing research mission; expansion of the data warehouse and business intelligence; identity management and security improvements; improvements and expansion of document management; replacing technical infrastructure as needed; evolving to a web-enabled and service-oriented architecture development environment; implementing an individual unified web experience; evaluation and implementation of operational and organizational best practices for both technology and functional processes; creation of institutional policies, practices, and governance necessary to advance, sustain, and support enterprise systems.

The University will request Board approval for various project-related expenditures at future Board meetings.

**STAFF COMMENTS AND RECOMMENDATIONS**

Where applicable, BSU should ensure that each phase of this project supports, or at a minimum does not conflict with, the Board's ongoing work towards development of the postsecondary piece of a statewide longitudinal data system.

Staff has no recommendations.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**BOARD ACTION**

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



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Replace/Upgrade PeopleSoft ERP system infrastructure

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University needs to replace the aging computer equipment that supports the PeopleSoft Enterprise university systems. A portion of the existing equipment is 7 years old and needs to be updated and replaced with modern equipment and better technology. In anticipation of a major upgrade from a UNIX based equipment platform to a Linux based equipment platform, and with the last 2 years of budget constraints, the University has deferred replacing equipment and extended maintenance contracts on these servers and storage platforms. These contracts will expire soon and cannot be renewed as the vendor will no longer support obsolete equipment.

This conversion of platforms will increase the capacity and capability of the enterprise system at a substantially lower cost per CPU and per terabyte of storage. Normal replacement of equipment, staggered over multiple years, using State purchasing contracts would normally not reach the dollar amount that would trigger a review by the Board. It is due to this one time conversion, that we have staged this large scale equipment replacement.

**IMPACT**

The University's PeopleSoft system, is currently running on IBM AIX UNIX. The University has been planning an upgrade to the next level of code for PeopleSoft for 2 years. This new level of code will not run on AIX UNIX. It will run on the Linux operating system. This upgrade will allow the University to purchase more cost effective equipment. The equipment will allow the University to upgrade to the new code on new equipment, while still running the older software on the older equipment during the upgrade process.

If the University is unable to purchase the new equipment, we risk running our ERP system on equipment that is not under warranty and that is quickly approaching its mean-time to failure, leading to an increased risk of losing operational stability.

The cost of the equipment and data storage will not exceed \$1.3 million. All the equipment will be purchased from existing State Division of Purchasing contracts. Funds have been earmarked and are available to make this purchase.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**ATTACHMENTS**

Attachment 1 – PeopleSoft on VM diagram

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Procurement, install and conversion will occur over approximately a three to four year time frame. The source of funds will be a mix of appropriated and local funds.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to proceed with procurement of server and data storage equipment from existing State Division of Purchasing contracts for a total cost not to exceed \$1,300,000.

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

## People Soft Hardware replacment and upgrade

Virtual Center with vmotion

Physical Servers



Dell R810 4 x 6 core processors with 256GB of memory  
includes VM Licensing

QTY Unit Cost Extended

10 \$35,000 \$350,000

Rack Mount Servers form the Virtual Machine Cluster  
By deploying VM, a hardware failure does not require  
software reinstallation. Can run multiple instances  
on the same physical cluster.

Oracle Databases & Application Servers Storage



Netapp

4 \$148,000 \$592,000

Redundant Network data storage devices  
Storage is independent of servers, optimized.

VM Cluster for PeopleSoft web servers

Physical Servers



Dell R810 4 x 6 core processors with 256GB of memory  
includes VM Licensing

3 \$35,000 \$105,000

Web Servers (internet)  
Sit in the DMZ and are separated from production

Isilon Storage Cluster



Isilon storage devices

1 \$100,000 \$100,000

Web data storage  
DMZ storage for Web Delivered content

Power Distribution



Power Distribution Units (PDU's)

1 \$30,000 \$30,000

PDU's for Server Rack  
Provides electrical connection for servers in the rack

Rack Mount Keyboard, Video, Mouse



KVM

1 \$3,000 \$3,000

One Rack mount KVM will control all servers

Server Networking



Network 10 Gigabit switches

1 \$120,000 \$120,000

High speed data transfer between servers and storage

Total

\$1,300,000

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Retail space lease at the Nampa Gateway Center

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.1.b & V.I.2.e, Section 67-5708, Idaho Code

**BACKGROUND/DISCUSSION**

The success of the Bronco Shop at the Treasure Valley Marketplace in Nampa warrants an expansion in the area. The proposed lease will provide Boise State University with an additional Bronco Shop in the Nampa/Meridian area. The proposed lease space will place the Bronco Shop next door to the new Idaho Aquarium and in close proximity to the new Edwards Theater in Nampa. The additional location will be much larger than the current location at the Treasure Valley Marketplace. The larger store will allow for a greater variety of merchandise and availability of stock on hand.

The new location will serve the insignia demand in the Meridian and Nampa communities. This location is ideally situated between the two communities allowing the students, faculty, staff, alumni, and the community easy access.

**IMPACT**

The ten year lease option will give Boise State the ability to secure a substantially reduced lease rate of \$15.50 per sq. ft. In addition, the lessor has agreed to a complete build out of the space.

**ATTACHMENTS**

Attachment 1 – Proposed Retail Space Lease	Page 3
Attachment 2 – Approval Minutes IPBF for 10 year lease	Page 33

**STAFF COMMENTS AND RECOMMENDATIONS**

This lease of 2,400 square feet reflects a significant savings per square foot over what BSU is currently paying for its current Nampa Broncoshop leasehold space (\$27.32 vs. \$15.50). First year cost would be \$37,200, with a 3% annual escalator clause, making the total 10 year contract value \$426,456.

The Permanent Building Fund Advisory Council approved this 10 year lease on December 7, 2010.

Staff recommends approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**BOARD ACTION**

I move to approve the request by Boise State University to lease space in the Nampa Gateway Center as provided in Attachment 1, and to authorize the University's Vice President of Finance and Administration to execute all necessary documents on behalf of the Idaho State Board of Education.

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

## **LEASE AGREEMENT FOR SPACE**

THIS LEASE AGREEMENT FOR SPACE (this “Lease”, or “Lease Agreement”) is entered effective upon the date of the last required signature (the “Effective Date”), by and between DDR NAMPA LLC, 3300 Enterprise Parkway, Beachwood, Ohio 44122, Tax ID #20-2708902 (the “Lessor”, or “Lessor”), and the STATE OF IDAHO, by and through BOISE STATE UNIVERSITY DBA BRONCO SHOP, 517 West McGregor Court, Boise, Idaho 83705 (the “Lessee”, or “Lessee”), for the leasing of that real property described below and referred to as the “Premises”. The Lessor and the Lessee may be referred to collectively as the “Parties”. The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

### WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

**1. LEASE OF PREMISES.** The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of Nampa, County of Canyon, State of Idaho, known and described as follows: Unit #F107, located within the Nampa Gateway Center, Nampa, Idaho 83651 (the “Shopping Center”, or “Nampa Gateway Center”). The lease of the Premises includes the right, together with other tenants of the Nampa Gateway Center and their employees and business invitees, to use the common public areas of the Nampa Gateway Center for their intended use and subject to the other provisions of this Lease Agreement but includes no other rights not specifically set forth herein. A site plan showing the location of the Premises and the Shopping Center is attached hereto as Exhibit A and made a part hereof. Lessor shall have the right from time to time, in its sole discretion, to increase, reduce and/or otherwise alter (i) the Shopping Center, including, without limitation, the sale and/or acquisition of land, whether or not currently subdivided, and/or (ii) the buildings comprising the Shopping Center, provided the same shall not materially adversely affect Lessee’s business operations within the Premises.

**2. TERM.** The term of this Lease Agreement is one hundred twenty (120) months (the “term”, or “Term”). As time is of the essence, the term of this Lease Agreement shall begin on the earlier to occur of (i) thirty days following the Delivery of Possession Date (hereinafter defined), or (ii) the date the Lessee initially opens for business to the public in the Premises (the “Rent Commencement Date”) and shall end at midnight on the expiration of the tenth (10<sup>th</sup>) lease year following the Rent Commencement Date, unless sooner terminated. The term “lease year” shall mean a period of twelve (12) consecutive full calendar months. If the Rent Commencement Date does not occur on the first day of a calendar month, the first lease year shall include any partial calendar month. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement.

**3. LEASE PAYMENT.** The Lessee shall pay to Lessor a base rental payment for the term of this Lease Agreement in monthly installments in the amounts set forth in Paragraph 7.B of this Lease Agreement (“Minimum Rent”). The Lessee shall pay Minimum Rent to the Lessor at its office or other place as the Lessor may from time to time designate without any deduction or setoff, in advance, on the first day of each calendar month. The total gross leasable area of the Premises is two thousand four hundred (2,400) square feet, subject to measurement using the standard set forth hereinbelow.

Either the Lessor or the Lessee shall have the right to measure the Premises to determine the actual gross leasable area of usable Premises within ten (10) business days from the Delivery of Possession Date. Any such measurement shall be calculated from the exterior face of any exterior walls and from the centerline of common walls. In the event the measurement discloses that the actual gross leasable area of the Premises is either more or less than the gross leasable area of the Premises as set forth in this paragraph above, the other party shall have the right to either (i) accept the measurement, or (ii) have the Premises measured by a licensed architect mutually acceptable to the Lessor and the Lessee, at the cost and expense of the requesting party, and the results of such measurement shall be binding upon the Lessor and the Lessee. The Lessor and the Lessee shall execute an amendment to this Lease Agreement reflecting the actual gross leasable area of the Premises. In the event the measurement discloses that the actual gross leasable area of the Premises is either more or less than the gross leasable area of the Premises as set forth in this paragraph above, all charges accruing under this Lease Agreement paid to the Lessor by the Lessee prior to the measurement shall be adjusted in the manner hereinafter provided. If, as a result of the measurement, it is determined that the actual gross leasable area of the Premises is more than the gross leasable area of the Premises as set forth above, the Lessee shall pay to the Lessor the difference between the charges actually due and the charges actually paid within fifteen (15) days after receipt of a statement therefor. If, as a result of the measurement, it is determined that the actual gross leasable area of the Premises is less than the gross leasable area of the Premises as set forth above, the Lessor shall credit the excess of each charge accruing under this Lease against the amount of each such charge next becoming due.

#### **4. ACCEPTANCE OF PREMISES, LESSOR'S WORK, AND SIGNAGE.**

- A. Inspection and Acceptance. Lessor shall deliver the Premises to Lessee substantially in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit B, and incorporated herein by reference. Prior to or on the Delivery of Possession Date, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises and that the Lessor's Work is substantially complete. Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion and at Lessee's sole cost and expense, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.
- B. Lessor's Work. Lessor shall, on Lessee's behalf, remodel a 2,400 square foot retail facility, as noted in and in accordance with Exhibit B of this Lease Agreement ("Lessor's Work"). Lessor hereby agrees to commence Lessor's Work upon receipt of an executed lease agreement and any permits required for Lessor to commence Lessor's Work and to substantially complete Lessor's Work within one hundred twenty (120) days following the execution of this Lease Agreement by Lessor and Lessee, subject to Events of Force Majeure (hereinafter defined) and any delays caused by Lessee, Lessee's agents, employees or contractors (the "Delivery of Possession Date"). Notwithstanding anything contained in this Lease Agreement to the contrary, under no circumstances shall Lessor be liable to Lessee for any delay or failure to commence or complete its construction or deliver possession of the Premises to Lessee. All Work shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. In the event that a dispute shall arise as to whether or not Lessor's Work is substantially complete, the parties shall mutually select a third party architect to evaluate whether such construction is substantially complete in accordance with plans and specifications therefor, and the determination of such third party architect shall be conclusive and binding upon the parties.



hereto.

The Lessor agrees to maintain any and all insurance coverages applicable to Lessor's Work, including worker's compensation and liability insurance. The Lessor further agrees to indemnify, defend and save harmless the Lessee from and against any and all claims, damages, costs, reasonable legal fees, expenses, actions and suits whatsoever, including injury or death of others or any employee of the Lessor, subcontractors, agents or employees, caused directly or indirectly by the carrying out of the Work, or caused by any matter or thing done, permitted or omitted to be done by the Lessor, Lessor's agents, subcontractors or employees and occasioned by the negligence of the Lessor, Lessor's agents, subcontractors or employees (but excluding the negligence or willful misconduct of the Lessee, Lessee's agents, employees or contractors.

Lessor shall obtain any and all permits and inspections applicable to Lessor's Work. Lessee shall obtain a Certificate of Occupancy for the permitted use of the Premises prior to the Rent Commencement Date. Prior to construction, plans shall be reviewed and approved by the Division of Building Safety, the State Fire Marshall and the Permanent Building Fund Advisory Council. Any cost associated with that review will be at the expense of the Lessor. A copy of the Division of Building Safety's Plan Review Application is attached to this Lease Agreement as Exhibit D. Local governments have jurisdiction over privately owned buildings. If any conflict arises between applicable codes, the more stringent code shall take precedence. The State of Idaho's Division of Building Safety has a listing of the minimum building and safety codes adopted by the state of Idaho and the federal government codes at [http://dbs.idaho.gov/building/id\\_code.html](http://dbs.idaho.gov/building/id_code.html).

The Lessee agrees and acknowledges that the Lessee shall perform no work within the Premises prior to the Rent Commencement Date except for installing the Lessee's trade fixtures, equipment, furniture and signage without the prior written consent of the Lessor.

- C. Signage. The Lessee, upon the Lessor's prior written approval, may install its signage on the front portion of the Premises, provided such signage complies with the Lessor's signage requirements attached hereto as Exhibit C and applicable codes. Upon the expiration or earlier termination of the term of this Lease Agreement, the Lessee shall remove its sign and restore the sign band/fascia to its original condition. No sign, other advertising or any other item may be placed by the Lessee on the interior part of either windows or doors without the Lessor's prior written approval, which approval shall not be unreasonably withheld. The Lessee shall not utilize flashing, painted, neon or moving signs or lights.

**5. NO WASTE.** Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures.

**6. REPAIRS, MAINTENANCE, PARKING AND UTILITIES.**

- A. Repair and Maintenance by the Lessor. The Lessor covenants that it will provide, perform, and pay for the services, maintenance and parking as follows and the same shall be included in the Common Area Expenses (hereinafter defined) of the Nampa Gateway Center:
- 1) Domestic water and sewer.
  - 2) General building structure and related equipment (exterior only);
  - 3) Exterior lighting, including landscaped areas, parking area and walkway;
  - 4) Cleaning ground and parking area of debris on an "as needed" basis;
  - 5) A low environmental impact janitorial service for the common areas of the building on an "as needed" basis;

- 6) Outside ground maintenance shall be provided on an "as needed" basis. Snow removal shall include removal of snow from parking lots and walkways on an "as needed" basis;
- 7) Lawn and shrubbery care weekly during season on an "as needed" basis; and
- 8) Lighted automotive parking spaces will be maintained with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

Notwithstanding anything contained in this Lease Agreement to the contrary, Lessor shall have no responsibility to undertake any repairs required by reason of the negligence or willful misconduct of Lessee, Lessee's employees, agents, invitees, licensees, or contractors. The provisions of this Paragraph shall not apply in the case of damage or destruction by fire or other casualty or by eminent domain, in which events the obligations of Lessor shall be controlled by either Paragraph 12 or Paragraph 42 hereof. It is expressly understood that Lessor shall not be responsible for any portions of the Premises constructed by Lessee or any prior occupant of the Premises.

- B. Repair and Maintenance by the Lessee. Lessee shall perform all maintenance and repairs (including necessary replacements) to the interior of the Premises to keep it in good condition (including the storefront, glass, signs, ceilings, interior walls, interior side of perimeter walls, floors, floor coverings, plumbing electric, heating and air condition, sprinklers and lighting fixtures), and do all required maintenance and repairs as may be required by any laws, ordinances or requirements of public authorities. From the point they serve the Premises exclusively, whether located inside or outside, the Lessee shall make all repairs, replacements and alterations necessary to maintain in good condition all lines, apparatus, and equipment relating to utilities (including heating, air conditioning, water, gas, electricity and sewerage). The Lessee shall maintain a service contract for the regular seasonal maintenance of the heating, ventilating and air condition ("HVAC") system servicing the Premises with a reputable HVAC contractor at all times during the term of this Lease Agreement. In addition to the foregoing, the Lessee shall contract directly, at Lessee's sole cost and expense, for the removal of rubbish from the Premises.
- C. Utilities. The Lessee shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone, trash removal and all other utility services used within the Premises. On or before the date the Lessor delivers possession of the Premises to the Lessee, the Lessee shall contact each public utility company having a meter separately serving the Premises and shall change the name of the account to the Lessee's name, such that the Lessee is the party liable for all utility consumption charges for the Premises from the date of delivery of possession of the Premises hereunder until the expiration or early termination of the Term of this Lease Agreement. If any utilities are not separately metered or assessed, then in addition to the Lessee's payment of separately metered charges, the Lessee shall pay the Lessor, within thirty (30) days of receipt of demand therefor, the Lessee's share of the charges for non-separately metered utilities, which shall be calculated by multiplying the charges for such utility by a fraction, the numerator of which is the gross leasable area of the Premises and the denominator of which shall be the aggregate gross leasable area of the tenants who are using such utilities. In no event shall Landlord be liable for the quality, quantity, failure, or interruption of any utility services to the Premises.

## 7. SPECIAL PROVISIONS.

- A. Intentionally Deleted.

B. Rent Schedule.Minimum Rent

<u>Lease Years</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
1	\$15.50	\$3,100.00	\$37,200.00
2	\$15.97	\$3,194.00	\$38,328.00
3	\$16.44	\$3,288.00	\$39,456.00
4	\$16.94	\$3,388.00	\$40,656.00
5	\$17.45	\$3,490.00	\$41,880.00
6	\$17.97	\$3,594.00	\$43,128.00
7	\$18.51	\$3,702.00	\$44,424.00
8	\$19.06	\$3,812.00	\$45,744.00
9	\$19.63	\$3,926.00	\$47,112.00
10	\$20.22	\$4,044.00	\$48,528.00
<u>Renewal Term</u>			
11	\$20.83	\$4,166.00	\$49,992.00
12	\$21.46	\$4,292.00	\$51,504.00
13	\$22.10	\$4,420.00	\$53,040.00
14	\$22.76	\$4,552.00	\$54,624.00
15	\$23.45	\$4,690.00	\$56,280.00

C. Additional Rent. In addition to the Lessee's payment of Minimum Rent as required and provided by this Lease Agreement, the Lessee agrees to pay as "Additional Rent" its Proportionate Share of the Nampa Gateway Center's Triple Net Expenses in accordance with this section. Capitalized terms used in this section shall have the meanings ascribed herein. Lessor's books and records shall be maintained in accordance with generally accepted accounting principles (GAAP) and only such costs to operate, manage, insure, secure or maintain the Nampa Gateway Center shall be allocated and billed as Triple Net Expenses.

1) For the purposes of this section, the following definitions apply:

- a. "Triple Net Expenses" shall mean Real Estate Taxes, Common Area Expenses and Property Damage Insurance.
- b. "Real Estate Taxes" shall mean all real estate taxes and assessments, ad valorem or excise, assessed or levied against the real property on which the Premises is located, before the addition of any fine, penalty, interest or cost for nonpayment and excluding any franchise, corporate, estate, inheritance, succession, income or revenue taxes. In the event Lessor successfully protests the amount of the Real Estate Taxes, Lessee's proportionate share of Real Estate Taxes shall be reduced to the successfully protested amount. Lessee agrees to pay its proportionate share of the costs of said protest, provided that the proportionate share of the cost is less than the savings realized from the protest.
- c. "Common Area" shall be defined as the area within the legal boundaries of the Nampa Gateway Center and generally means the portions of the Nampa Gateway Center which are designated and improved for common use by or for the benefit of more than one tenant or concessionaire of the Nampa Gateway Center including and if applicable, without limitation, the land and facilities utilized for or as parking areas, access and

perimeter roads, truck passageways, service corridors and stairways providing access from store premises, landscaped or buffer areas, drainage facilities, fences, ditches, exterior walks, bike paths, arcades, stairs, ramps, interior corridors, pedestrian mall areas, directory equipment, common area washrooms, shopping center signs (excluding individual tenant store signs), common utility systems, roof(s), exterior walls, exterior canopies and support and lighting for such canopies (excluding canopy area lighting that is individually metered and maintained by individual tenants), structural components of buildings, but excluding any portion of the Nampa Gateway Center so included within the common areas when designated by Lessor for a non-common use.

- d. "Common Area Expenses" shall mean only those costs incurred by Lessor to satisfy its obligations in connection with the maintenance and operation of the Common Areas of the Nampa Gateway Center. Lessor shall keep or cause to be kept the Common Areas in a reasonably neat, clean and orderly condition, properly lighted, and shall repair any damages to the facilities thereof (except as caused by the negligence or willful misconduct of Lessee, Lessee's agents, employees or contractors, but all expenses in connection with the Common Areas shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that the phrase "expenses in connection with the Common Areas" as used herein shall expressly exclude such items chargeable directly to specific tenants of the Nampa Gateway Center, to occupants of adjoining parcels, or to vacant units (limited to expenses incurred in renovating or otherwise improving or decorating or redecorating vacant units and leasing commissions, attorney's fees, costs and disbursements and other expenses incurred in connection with negotiations for leases with tenants for such vacant units). "Expenses in connection with the Common Areas" shall be construed to include, but not be limited to, all reasonable and customary sums expended for all general improvements, maintenance, replacement and repairs, major repairs or renovations to the common areas, including, without limitation:

- Nampa Gateway Center signs, excluding individual tenant signage;
- Utilities serving the common area or those utilities serving all tenants in the Nampa Gateway Center and that are not separately metered to each respective tenant;
- Repair, replacement, surfacing and striping of the parking lot;
- Maintenance and repair of the roofs, exterior walls and canopies, including repainting;
- Maintenance and repair of structural components;
- Painting and cleaning of common area restrooms, floors, ceilings, roofs, skylights and windows;
- Lot sweeping;
- Snow and ice removal;
- Maintenance, repair and replacement of sidewalks, curbs, gutters and other drainage systems and sprinkler systems;
- Installation and maintenance of landscaping, lighting and other utilities;
- Directional signs and other markers and bumpers;
- Maintenance and repair of any fire protection systems, automatic sprinkler systems, lighting systems (including exterior tube and bulb replacement), storm drainage systems and any other utility systems;
- Maintenance, repair and replacement of common area mechanical equipment, including automatic door openers, air conditioning and heating equipment;

- Personnel to implement common area services and to police the common areas;
  - Police and fire protection services;
  - All costs and expenses pertaining to security guards, security alarm devices and security systems for the common areas in the Nampa Gateway Center;
  - Depreciation and maintenance of operating machinery and equipment (if owned) and rental paid for such machinery and equipment (if rented);
  - Reasonable replacement reserves; and
  - Any reasonable and customary fees paid or assessed by Lessor for management of the Shopping Center; and administrative costs equal to fifteen percent (15%) of the total cost of all the foregoing items.
- e. "Property Damage Insurance" shall mean Lessor's Insurance (hereinafter defined).
- f. "Proportionate Share" shall mean that fraction, the numerator of which is the total gross leasable area leased by Lessee and the denominator of which is the total gross leasable area in the Nampa Gateway Center in which the Premises are located. The parties agree that the applicable fraction is 2,400/480,986 and shall be represented in percentage terms and the parties further agree that this percentage is currently estimated to be 0.50%, subject to modification from time-to-time. If any tenant or occupant of the Nampa Gateway Center shall separately maintain the Common Areas located within its portion of the Shopping Center, separately insure the Common Areas located within its portion of the Shopping Center and/or separately pay the real estate taxes assessed against its parcel, then Lessee's share shall be computed using a denominator that excludes any such portions, as and to the extent applicable.
- 2) From and after the Commencement Date, but subject to adjustment as hereinafter provided, Lessee shall pay Lessor on the first day of each calendar month during the term of this Lease Agreement, Additional Rent in an amount estimated by Lessor to be the Lessee's monthly share of the Nampa Gateway Center's Triple Net Expenses. No later than one hundred eighty (180) days after each calendar year, Lessor shall provide Lessee with a written statement setting forth the amount of Triple Net Expenses paid by the Lessor for the previous calendar year and the Additional Rent payments made by Lessee with respect to such calendar year. If Lessee's share of the Triple Net Expenses exceeds Lessee's payments, Lessor shall submit an invoice for the difference, together with a copy of the tax bill and an itemization of all Common Area Expenses and Property Damage Insurance costs. If Lessee's share of the Triple Net Expenses is less than Lessee's payments, Lessor shall refund the difference to Lessee within thirty (30) days.
- 3) Provided Lessee is not in default of its obligations under this Lease, beyond the lapse of any applicable notice and cure periods, Lessee shall have the right, at its expense, during normal business hours (excluding the calendar months of January, February and March), at a location to be determined by Lessor, and upon thirty (30) days prior written notice to Lessor, to conduct an audit of Common Area Expenses incurred during the immediately preceding twenty-four (24) month period. Lessee shall thereafter supply Lessor with a copy of such audit within fifteen (15) days from receipt thereof. In no event shall such audit be conducted by any (a) former employee of Lessor or Lessor's managing agent, partner or affiliated entity, or (b) any auditor working for a contingency fee or fee based upon Lessee's savings or refund. In the event Lessee's audit shall disclose an overpayment by Lessee of Common Area Expenses actually owed by Lessee, Lessor shall refund such overpayment to Lessee within thirty (30) days of receipt of Lessee's audit, unless Lessor shall in good faith contest the

results of Lessee's audit. In the event Lessee's audit shall disclose an underpayment by Lessee of Common Area Expenses actually owed by Lessee, Lessee shall pay the amount of such undercharge to Lessor within thirty (30) days of receipt of Lessee's completion of such audit. Lessee shall keep any information gained from such audit confidential and such information may be used by Lessee only in dealing directly with Lessor (or as may be required by law, by any court, or any other proceeding pursuant to which Lessee is required to release such information). In the event Lessee shall violate or permit a violation of this covenant, or Lessor reasonably believes that a violation is likely to occur, Lessor shall have the right to exercise all rights and remedies provided in this Lease. No sublessee shall have the right to audit Lessor's records and no assignee of Lessee shall have the right to audit Lessor's records pertaining to years prior to the effective date of such sublease or assignment, as the case may be. Lessee shall be deemed to have waived the right to dispute any matter relating to Lessee's Common Area Expenses if such audit is not conducted within twenty-four (24) months of delivery to Lessee of the billing statement setting forth the exact amount of such costs incurred by Lessor.

- 4) Anything contained herein notwithstanding, failure by Lessor to provide the written statement required in the time frame set forth therein shall be deemed a waiver by the Lessor to any right to obtain any increase in the Rent for that calendar year.
- 5) During the term of this Lease Agreement, following the expiration of the calendar year in which the term of this Lease Agreement shall commence, the Lessee's share of Common Area Maintenance shall not increase by more than seven percent (7%) over the Lessee's share in the previous calendar year on a cumulative basis. The seven percent (7%) limitation shall not be applied to costs expended by Lessor for ice and snow removal, utilities and security.
- 6) The Triple Net Expenses for the first year of the lease are currently estimated to be as follows: a Real Estate Taxes charge of \$1.50 per square foot, per annum, a Common Area Expenses charge of \$1.96 per square foot, per annum, a Replacement Reserve Charge of \$0.10 per square foot, per annum, and a Property Damage Insurance charge of \$0.23 per square foot, per annum.
- 7) In addition to Tenant's contribution for Common Area Expenses, Tenant shall also be required to pay to Landlord an amount equal to the Replacement Reserve Charge set forth above, representing Tenant's contribution for "major repairs" to or replacement of Common Area improvements performed by Landlord subsequent to the Rent Commencement Date. Tenant's contribution to the Reserve Account shall be paid in equal monthly installments during the term of this Lease or any renewals thereof, in advance, on or before the first day of each calendar month. The term "major repairs" shall include, but shall not be limited to repairs to or replacement of parking lot surfaces, sidewalks and utility lines. Funds contributed by Tenant to the Reserve Account shall not be applied to Common Area Expenses, but shall be retained by Landlord until such time as Landlord shall perform a major repair, regardless of the date(s) such amount was contributed by Tenant. In no event shall Tenant be entitled to a refund of the amounts so contributed by Tenant to the Reserve Account.
- 8) If this Lease Agreement begins on any day other than the first day of January or if this Lease Agreement ends on any day other than the last day of December, any additional rent payment due to the Lessor shall be prorated based on the number of days by which such partial year bears to 365.

- D. Option to Renew. Provided Lessee is not in default under this Lease Agreement and is open and operating for business in the Premises, the Lessee shall have one (1) option to renew this Lease Agreement for a period of five (5) years (the "Renewal Term"). The terms and conditions of this Lease Agreement shall apply to the Renewal Term, except the Minimum Rent during the Renewal Term shall increase in accordance with Paragraph 7.B of this Lease Agreement. The Lessee shall give written notice to the Lessor of its intent to renew this Lease Agreement upon these terms no later than one hundred eighty (180) days prior to the expiration of the term of this Lease Agreement.
- E. Property Tax Exemption. Whereas Title 63, Chapter 6, provides an exemption from taxation for that portion of a building used primarily for nonprofit school purposes or charter school purposes, the parties agree to mutually complete an application for property tax exemption and furnish it to the Canyon County Commissioners Office on or before the fourth Monday in June of each calendar year occurring throughout Lessee's occupancy of the Premises. In the event the Canyon County Commissioners approve the property tax exemption, the Lessor shall not bill Lessee for any of its proportionate share of the Real Estate Taxes applicable to the Premises. In the event the Canyon County Commissioners Office denies the property tax exemption during Lessee's occupancy of the Premises, the Lessee agrees to reimburse the Lessor for any taxes billed or penalties assessed against the Lessor as a result of said denial, in an amount to not exceed the credit provided to Lessee.
- F. Proration of Rent and Adjustment of Lease Term Based on Commencement Date. The first month's lease payment shall be based upon the actual Rent Commencement Date. The first month's lease payment shall be divided by the number of calendar days in the month of occupancy, and then multiplied by the number of calendar days in the month that Lessee occupied the Premises.
- G. Rules and Regulations. The Lessee shall observe and comply with, and cause its employees, agents, sublessees and concessionaires, and their employees and agents, to observe and comply with all reasonable rules and regulations promulgated by the Lessor by notice to the Lessee; and such rules and regulations shall have the same force and effect as if originally contained in this Lease Agreement. If the Lessor imposes any rules and regulations, they shall be applied in a non-discriminatory manner to all Shopping Center tenants, however, the Lessee acknowledges that tenants occupying seven thousand five hundred (7,500) square feet or more, non-retail tenants and restaurant tenants may not be subject to the same rules and regulations. The rules and regulations currently applicable to the Shopping Center are set forth on Exhibit E attached hereto and incorporated herein by reference.
- H. Exclusives. The Lessor agrees that during the term of this Lease Agreement, but only for so long as the Lessee is open for business, using the Premises for the Exclusive Use (as hereinafter defined) and is not otherwise in default of any of the provisions of this Lease Agreement, the Lessor will not hereafter enter into a new lease in the Nampa Gateway Center with a tenant whose principal permitted use is the retail sale of Boise State University insignia merchandise (the "Exclusive Use"). The aforementioned restriction shall not apply to: (i) any existing tenants at the Nampa Gateway Center or their successors or assigns; or (ii) any existing leases at the Nampa Gateway Center as same may be renewed, extended, modified or amended (except that no such modification shall grant a tenant the right to engage in the Exclusive Use where such tenant did not previously have that right and the Lessor has the right pursuant to the lease between the Lessor and such tenant to withhold the Lessor's consent to the change in such Lessee's permitted use of such Lessee's premises); or (iii) any new store measuring 5,000 square feet or more; or (iv) the successors, assigns or replacements of any of the foregoing. In the event the Exclusive Use

shall be violated, Lessee shall be entitled to any and all remedies available at law or in equity, except injunctive relief. Notwithstanding anything to the contrary contained herein, in the event the Exclusive Use shall be violated by a lessee or occupant operating in its premises in default of the permitted use provision set forth in such lessee's or occupant's lease or similar occupancy agreement, Lessee shall have no right to terminate the Lease as provided herein so long as Lessor is using commercially reasonable efforts to cure any such default.

- I. Free Rent. Notwithstanding anything contained in this Lease Agreement, provided the Lessee is not in default under the terms and conditions of this Lease Agreement, the first month's payment of Minimum Rent shall be abated.
- J. LID Assessments. Landlord and Tenant acknowledge that Local Improvement District #148 (the "LID") was established to finance certain roadway and infrastructure improvements that serve or are within the Shopping Center. Tenant agrees to pay, concurrently with its payments of Minimum Rent and Additional Rent, its proportionate share of the LID Assessment on the Premises. The LID Assessment may be directly assessed by the City of Nampa or such assessment may be apportioned accordingly by Landlord from the assessment on a larger parcel.
- K. Other Special Provisions. No other special provisions exist.

**8. FAILURE TO REPAIR, MAINTAIN OR SERVICE.** In the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor thirty (30) days' prior written notice and time to cure and, failing such cure within such thirty (30) day period (unless such default cannot be cured by Lessor within such thirty (30) day period, in which event, Lessor shall have such additional time as is reasonably required so long as Lessor commences such cure within such thirty (30) day period and diligently pursues the completion of such cure), Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action. In the event Lessee properly exercises its self-help right as hereinabove provided, Lessor shall reimburse Lessee the reasonable cost to exercise such self-help right within thirty (30) days of Lessor's receipt from Lessee of copies of invoices and paid checks evidencing the cost of exercising such self-help right. In the event Lessor fails to reimburse Lessee within such thirty (30) day period, Lessee shall have the right to offset the expenses incurred by Lessee in exercising such self-help right against the Rent becoming due under this Lease Agreement (unless the amount of such reimbursement is being reasonably disputed by Lessor in good faith). Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

**9. PERSONAL INJURY DAMAGES.** Subject to any applicable provisions of the Idaho Tort Claims Act, Lessee agrees to defend and hold Lessor harmless for any and all claims based on proven personal injury damages suffered by public business invitees of the Lessee, provided, however, that Lessee shall have such obligation only for injuries and damages resulting from the negligent acts or omissions of employees of the Lessee and shall have no such obligation related to acts or omissions of employees or invitees of the Lessor.

**10. INDEMNIFICATION.** Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.



**11. USE OF PREMISES.** Lessee shall use the Premises for the following purposes: the retail sale of Boise State University insignia merchandise and other university products such as non-alcoholic beverages for off-premises consumption (so long as such items are properly packaged), sundries, textbooks or other clothing items that are not Boise State University specific. The Lessee additionally shall be permitted to sell tickets for Boise State University athletic events provided that the Lessee: 1) exercises all commercially reasonable efforts to insure that the formation of lines for ticket sales will not flow into the Common Areas of the Nampa Gateway Center, will not interfere with access to other stores in the Nampa Gateway Center or ingress and egress to and from the Shopping Center, nor disrupt the business of other tenants at the Nampa Gateway Center; 2) at the Lessor's sole discretion, the Lessee will provide security personnel as and when necessary at the Lessee's sole cost and expense; and, 3) the Lessee shall promptly repair any damage caused to the Shopping Center arising in connection with the sale of such tickets. The Premises shall be used for no other use or purpose whatsoever. The Lessee shall initially open for business within the Premises on the Rent Commencement Date, and the Lessee shall keep the Premises open and operating a minimum of forty (40) hours per week (excluding those weeks which contain a state or federal holiday) until the expiration or early termination of the Term of this Lease Agreement. The Lessee will continuously operate its business therein with diligence, fully staffed with personal and fully stocked with merchandise at all times.

**12. FIRE OR DAMAGE.**

- A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be completely destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end, except for any obligations of the Parties that expressly survive the expiration or earlier termination of this Lease Agreement. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender.
- B. Some Portion Fit for Occupancy.
  - 1) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within one hundred twenty (120) days to substantially as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.
  - 2) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 12.B.1), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If such restoration or rebuilding exceeds one hundred twenty (120) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination and any obligations that expressly survive the expiration or earlier termination of this Lease Agreement.
- C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent,

the Lessor shall, within thirty (30) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises.

**13. ALTERATIONS.** Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, Lessee shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Lessor. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations performed by Lessee must be made in a workmanlike manner, be performed by licensed and insured contractors, must comply with all applicable codes, ordinances, rules and regulations and shall be based upon plans and specifications submitted to the Lessor for the Lessor's prior written consent. In addition, the Lessee shall fully and completely indemnify Lessor, its managing agent, and Lessor's lender against any mechanic's lien or other liens or claims in connection with the making of such alterations. Lessee shall promptly repair any damages to the Premises, or to the buildings of which the Premises are a part, caused by any alterations to the Premises made by Lessee or anyone acting by, through or under Lessee. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee shall remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. For purposes of this Lease Agreement, a "Trade Fixture" is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, equipment, furniture, Lessee's signage, shelves and reception counters. If Lessee fails to remove such Trade Fixtures from the Premises prior to the expiration or earlier termination of this Lease, or if Lessee has not fully performed all of the covenants and agreements to be performed by Lessee under the provisions of this Lease, all such Trade Fixtures shall become the property of Lessor. In such event, Lessor shall have the right to remove same and sell such Trade Fixtures to pay for the cost of removal and/or repairs to the Premises. Notwithstanding anything contained to the contrary in this Lease, if Lessee removes such items from the Premises but fails to repair any damage caused by such removal, Lessor may make or complete said repairs without providing Lessee notice prior to the commencement of said repairs. To the extent Lessor exercises self help under this paragraph, Lessee shall reimburse Lessor the cost thereof upon demand, together with the sum of fifteen percent (15%) of said costs for overhead.

**14. DEFAULT.** If Lessee defaults in the payment of Minimum Rent or other charges and such payment is not made within five (5) days following Lessor's written notice that same is due, or if Lessee shall default in the performance of any other of Lessee's obligations hereunder and Lessee fails to remedy such default within thirty (30) days after written notice from Lessor (unless such default cannot be cured by Lessee within such thirty (30) day period, in which event, Lessee shall have such additional time as is reasonably required so long as Lessee commences such cure within such thirty (30) day period and diligently pursues the completion of such cure), provided that in no event shall Lessor be obligated to provide Lessee with written notice of any default, monetary or otherwise, more than once per calendar year, or if a receiver of any property of Lessee on the Premises is appointed, or Lessee's interest in the Premises is levied upon by legal process, or Lessee be adjudged bankrupt and Lessee fails within thirty (30) days to cause the vacation of such appointment, levy or adjudication, or if Lessee files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors, then and in any such instance, without further notice to Lessee, Lessor shall have the right to exercise any and all rights or remedies available to Lessor at law, in equity or otherwise, arising from such default, including but not limited to the right to (i) terminate this Lease, or (ii) enter upon the Premises without terminating this Lease and relet the Premises in Lessor's name for the account of Lessee for the remainder of the Lease Term upon terms and conditions reasonably acceptable to Lessor

and immediately recover from Lessee any deficiency for the balance of the Lease Term, plus expenses of reletting. In addition to the foregoing, any time after such default and the lapse of any applicable notice period, Lessor shall have the right to make such payments in default or perform such act in default for the account and at the expense of Lessee, and all unpaid Minimum Rent or other charges which are not paid when due and all sums paid by Lessor pursuant to this sentence, including reasonable attorneys' fees as specifically provided below, shall accrue interest at the annual rate of (i) fifteen percent (15%), or (ii) five percent (5%) above the prime lending rate most recently published by the Wall Street Journal, whichever is greater, which shall constitute Additional Rent under this Lease and shall be payable upon demand.

It shall be a default under and a breach of this Lease by Lessor if it shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after notice thereof from Lessee; provided, however, that if the term, condition, covenant or obligation to be performed by Lessor is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such occurrence shall not constitute a default if Lessor commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Lessee, may pursue any rights or remedies available at law or in equity.

**15. SUFFICIENT APPROPRIATION BY LEGISLATURE REQUIRED.** It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement in whole or in part if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments, or requires any return or "give-back" of funds required for the Lessee to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties shall thereupon cease within thirty (30) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

**16. ASSIGNMENT BY LESSEE – RIGHT TO TERMINATE LEASE AGREEMENT AT DIRECTION OF IDAHO DEPARTMENT OF ADMINISTRATION.** The parties to this lease agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one (1) year period from the date of the commencement of the Lease Agreement as determined under paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another State agency, department or institution. The provisions of this Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

**17. OFFICIALS, AGENTS AND EMPLOYEES OF LESSOR AND LESSEE NOT PERSONALLY LIABLE.** It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the Parties be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the

foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility for the performance of Lessee's obligations under this Lease Agreement, and the sole responsibility and liability for the performance of Lessee's obligations under this Lease Agreement shall rest in and be vested with the State of Idaho.

**18. RELATION OF PARTIES.** The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

**19. NOTICES.** Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail, or via overnight courier service that provides a receipt. Any notice required to be sent by the Lessee shall be sent to the Lessor at 3300 Enterprise Parkway, Beachwood, Ohio 44122, Attn: Executive Vice President – Leasing, with copies to Developers Diversified Realty Corporation, 3300 Enterprise Parkway, Beachwood, Ohio 44122, Attn: General Counsel, and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., 517 West McGregor Court, Boise, Idaho 83705. A copy of any such notice to Lessee shall also be sent to the Department of Administration, Division of Public Works, Attn: State Leasing Manager, Post Office Box 83720, Boise, Idaho 83720-0072 and to Boise State University's legal department at Attn: Office of the General Counsel, 1910 University Drive, Boise, Idaho 83725. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within thirty (30) days of the date of any such change. Notices shall be deemed given upon actual receipt or first rejection.

**20. INSURANCE.** The Lessor shall maintain a Special Form Cause of Loss Policy (or an equivalent policy that becomes the insurance industry standard in the future) on the Shopping Center improvements constructed by Lessor in an amount equal to at least eighty percent (80%) of the insurable value of such improvements, together with endorsements insuring against such other risks as Lessor deems appropriate (including, but not limited to, earthquake, flood, boiler and machinery, plate glass, power failure, mold, windstorm, terrorism, seepage or leakage and loss of rent) and in such amounts, with such terms and with such insurers, all as Lessor deems appropriate in Lessor's sole discretion. Such insurance shall specifically exclude Lessee's personal property and the interior leasehold improvements, mechanical equipment and permanent fixtures that Lessee is obligated to maintain pursuant to the terms of this Lease. Lessor shall also maintain in full force and effect throughout the Lease Term commercial general liability insurance with regard to the Common Areas with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate, for bodily injury, death and property damage liability. Lessor shall have the right to carry its insurance under "blanket" and/or "umbrella" policies covering the Shopping Center and other properties. Any insurance policies maintained by Lessor may include deductibles, self-insured retentions or the like in amounts determined by Lessor, in Lessor's sole discretion. Lessor shall have the right, but not the obligation, to maintain commercial insurance policies covering some or all of the deductibles, self-insured retentions or the like which are provided in any of Lessor's other insurance policies. The foregoing insurance is collectively referred to herein as "Lessor's Insurance". Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance, except as set forth in Paragraph 7C above ; provided, however, that Lessee shall have no rights in said policy or policies maintained by Lessor and shall not, by reason of such reimbursement, be entitled to be a named insured thereunder.

The Lessee acknowledges that its personal property is subject to coverage in accordance with state law. Lessee shall ensure all contractors, sub-contractors, vendors, and leased employees are properly insured for workers' compensation. Lessee shall ensure Lessee's contractors performing construction of Lessee's Work, as well as with regard to the construction of alterations shall carry appropriate contingent liability and "all risk" builders' risk insurance.

**21. HEIRS AND ASSIGNS.** The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. In addition to complying with the terms and conditions set forth in Paragraph 16 of this Lease Agreement, any assignment of this Lease Agreement by Lessee must be approved by the State Board of Examiners in accordance with Idaho Code § 67-1027. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Lessor, that if Lessor shall fail to perform any covenant, term or condition of this Lease upon Lessor's part to be performed and, as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title, and interest of Lessor in the Shopping Center, as the same may then be encumbered, and neither Lessor nor any of its officers or shareholders shall be liable for any deficiency. It is understood that in no event shall Lessee have any right to levy execution against any property of Lessor other than its interest in the Shopping Center as hereinbefore expressly provided. In the event of the sale or other transfer of Lessor's right, title and interest in the Premises or the Shopping Center, Lessor shall be released from all liability and obligations under this Lease.

**22. NON-WAIVER.** The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

**23. MODIFICATION.** This Lease Agreement may be modified in any particular only by the prior written consent of authorized representatives of the Lessor and Lessee. Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.

**24. RENEWAL.** This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party, but not on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms.

**25. HAZARDOUS MATERIALS.** Lessor represents and warrants to Lessee that, to the best of Lessor's actual knowledge, without further investigation or inquiry, Lessor has not generated, stored or disposed of Hazardous Materials on the Premises or the Shopping Center in violation of applicable laws, rules and regulations. In the event Lessee determines that the foregoing representation and warranty was not accurate in a material respect when made, Lessee shall have the right, as its sole remedy, to terminate this Lease by providing written notice of termination to Lessor, and thereafter neither Lessor nor Lessee shall have any further liability under this Lease. Lessor agrees to indemnify and hold harmless Lessee from all loss, cost, expense and damage (including reasonable attorney's fees) incurred by Lessee as a result of Lessor's breach of the representations and warranties set forth in this paragraph.

Lessee agrees that if any governmental authority having jurisdiction over the Premises requires that remedial action be taken with regard to any Hazardous Material discovered within the Premises or in the Shopping Center subsequent to the date of this Lease, Lessor shall have no obligation to undertake any

remedial action. If Lessor elects to take any remedial action, such remedial action shall be at Lessor's sole discretion and expense. If Lessor does not elect to remediate such condition, Lessee's sole remedy shall be to terminate this Lease within thirty (30) days after the date Lessor elects not to remediate.

In the event Lessee discovers any Hazardous Materials in the Premises, Lessee shall immediately cease any work which may disturb the Hazardous Materials and notify Lessor no later than twenty-four (24) hours after discovery of the presence of Hazardous Materials. Lessee will not be required to remove or otherwise abate any Hazardous Materials which may be in the Premises (including any Hazardous Materials that were in the Premises prior to Lessee's occupancy of the Premises) other than Hazardous Materials which exist as a result of the acts or omissions of Lessee, its employees, agents and/or contractors. If, as a result of the presence of Hazardous Materials in the Premises which are not the result of the acts of Lessee, its employees, agents and/or contractors, Lessee is required by applicable authority to cease its operation at the Premises or Lessee's construction in the Premises or Lessee's opening for business in the Premises is materially interrupted or delayed, then Lessee's Minimum Rent and Additional Rent shall abate for the period of time beginning on the date Lessee is required, by applicable authority, to cease its operations at the Premises or the date Lessee is materially interrupted or delayed in its construction or opening for business to the public at the Premises. Such abatement shall continue until Lessee is authorized by applicable authority to recommence its operation at the Premises, to continue with its construction or to open for business in the Premises.

Subject to the terms, conditions and requirements set forth in Article I.4.A of this Lease, Lessee shall not permit or cause the presence of Hazardous Materials in, on or under the Premises or any other portion of the Shopping Center. Lessee shall not permit or cause the presence of Hazardous Materials in, on or under the Premises or any other portion of the Shopping Center. Lessee shall defend, protect, indemnify and hold Lessor harmless from and against any and all claims, causes of action, liabilities, damages, costs and expenses, including, without limitation, attorneys' fees, arising because of any alleged personal injury, property damage, death, nuisance, loss of business or otherwise, by Lessor, any employee of Lessor, or from and against any governmental act or enforcement, arising from or in any way connected with conditions existing or claimed to exist with respect to Hazardous Materials within the Shopping Center which are the result of Lessee's use, occupancy or operation of the Premises.

As used herein the term "Hazardous Materials" shall be defined as any hazardous substance, contaminant, pollutant or hazardous release (as such terms are defined in any federal, state or local law, rule, regulation or ordinance, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended) and other said wastes. In the event Lessee shall cause or permit the presence of Hazardous Materials in, on or under the Premises or any other portion of the Shopping Center, Lessee shall promptly, at Lessee's sole cost and expense, take any and all action necessary (as required by appropriate government authority or otherwise) to return the areas affected thereby to the condition existing prior to the presence of any such Hazardous Materials thereon, subject to Lessor's prior written consent. The foregoing covenants shall survive termination of this Lease.

**26. NON-DISCRIMINATION.** The Lessor and the Lessee each hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and The Age Discrimination Act of 1975; and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor and the Lessee each further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor and the Lessee each hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; and Section 402 of the Vietnam Era Veterans Readjustment

Assistance Act of 1974; and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

**27. HANDICAP ACCESSIBILITY.** To the Lessor's actual knowledge, without further investigation or inquiry, the Premises leased by the Lessee will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute (ANSI A117-1); Americans With Disabilities Act, Americans with Disabilities Accessibility Guidelines (ADAAG) and applicable regulations; the International Building Code; all state-adopted codes and standards; and such federal regulations as may be applicable to the occupying agency.

**28. EXECUTIVE ORDER 2005-14.** All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety, the State Fire Marshal's Office and the Permanent Building Fund Advisory Council.

**29. EXECUTIVE ORDER 2005-12.** Executive Order 2005-12 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all State buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the International Building Code, 2000 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically.

**30. EXECUTIVE ORDER 2005-10.** Executive Order 2005-10 requires that all State-owned or State-leased buildings, facilities or area occupied by State employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

**31. EXECUTIVE ORDER 2007-05.** Executive Order 2007-05 requires state agencies to develop an inventory of greenhouse gas emissions and to implement strategies to reduce greenhouse gases. The Lessor agrees to provide Lessee with ongoing permission to access the utility information of the building to determine the amount of electricity and heating fuel consumed within the Premises. If Lessee is not able to access this information directly from the utility companies, Lessor agrees to furnish said information to Lessee on a calendar year basis at no cost to the Lessor.

**32. BROKER.** Lessee and Lessor each warrants that, except for any amounts payable by Lessor to Lessor's agent (Mike Pena and Todd Moss of Colliers Paragon LLC), there are no claims for broker's commissions or finder's fees in connection with its execution of this Lease. Lessee and Lessor each agrees to indemnify and save the other harmless from any liability that may arise in connection with any real estate brokers, salespersons, finders, firms or other party claiming by, through or under such party and seeking any commission, fee or payment in connection with this Lease, including reasonable attorneys' fees.

**33. MATERIAL REPRESENTATIONS.** The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

**34. SEVERABILITY.** If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

**35. LESSOR'S RIGHT TO LEASE.** The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that, provided the Lessee is not in default under this Lease Agreement, the Lessor shall put the Lessee into actual possession of the Premises on the Delivery Date, subject to Events of Force Majeure (hereinafter defined) and any delays caused by the Lessee, or the Lessee's agents, employees or contractors. Provided Lessee shall perform all the covenants and agreements herein stipulated to be performed on Lessee's part, Lessor shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension without any hindrance from Lessor or any person or persons lawfully claiming the Premises.

**36. MORTGAGES BY LESSOR.** Lessee recognizes that Lessor may encumber the Premises by a mortgage(s) or other instrument securing Lessor's obligations to a lender. In such event, the following provisions apply as to the holder of any such mortgage or security instrument and to any person or entity acquiring an interest in the Premises through such mortgage or security interest:

- A. In the event of a foreclosure or acquisition by the holder of such mortgage or security instrument (or by a third party at a foreclosure sale), this Lease Agreement shall continue in full force and effect and the holder or other acquiring party shall be entitled to the benefits of the Lessee's performance under this Lease Agreement and shall have such remedies as are available to the Lessor under this Lease Agreement with respect to any default by the Lessee then existing or thereafter occurring.
- B. Upon written notification to Lessee of a completed foreclosure or other acquisition by the holder or third party purchaser at a foreclosure sale, Lessee will attorn to the acquiring party and shall thereafter perform.
- C. In the event of a foreclosure or acquisition by the holder of such mortgage or other security instrument (or by a third party purchaser at a foreclosure sale), claims by Lessee against the Lessor arising prior to acquisition by the holder or third party purchaser shall not apply to such holder or third party purchaser; provided, however, that this shall not act as a waiver of any rights of Lessee against the Lessor by reason of default under this Lease Agreement existing at the time of such foreclosure sale or other acquisition or thereafter arising, to the extent that such default is not cured under the provisions of this Lease Agreement.

**37. ESTOPPEL CERTIFICATE.** Lessee agrees, upon reasonable written request, and from time to time, to provide to Lessor an Estoppel Certificate in the form attached hereto as Exhibit F (which may include such additional information reasonably requested by Lessor).

**38. COMPLETE STATEMENT OF TERMS.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

**39. FORCE MAJEURE.** In the event Lessor or Lessee is prevented or delayed in the performance of any improvement or repair or fulfilling any other obligation required under this Lease due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God, governmental prohibitions or regulation, inability or difficulty to obtain materials or other causes beyond the performing



party's reasonable control ("Events of Force Majeure"), the performing party shall, within ten (10) days of the event causing such delay, provide written notice to the other party of the event causing the delay and the anticipated period of delay, and the period of such delay shall be added to the time for performance thereof. The performing party shall have no liability by reason of such permitted delays. In the event the performing party fails to provide notice to the other party of the force majeure delay within such ten (10) day period, the performing party shall not be excused from the timely performance of such obligation regardless of the cause. This provision shall not excuse Lessee from its obligation to pay Minimum Rent and Additional Rent, except when such payment is excused pursuant to other provisions of this Lease.

**40. INTENTIONALLY DELETED.**

**41. INTENTIONALLY DELETED.**

**42. EMINENT DOMAIN.** In the event the Shopping Center or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriate proceedings or by any right of eminent domain, the entire compensation award thereof, including, but not limited to, all damages as compensation for diminution in value of the leasehold, reversion and fee, shall belong to Lessor, without any deduction therefrom for any present or future estate of Lessee, and Lessee hereby assigns to Lessor all its right, title, and interest to any such award. Lessee shall have the right to recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded to Lessee. In the event of a taking under the power of eminent domain of (i) more than twenty-five percent (25%) of the Premises or (ii) a sufficient portion of the Shopping Center so that after such taking less than fifty percent (50%) of the leasable floor area within all buildings located on the Shopping Center (as constituted prior to such taking) are occupied by Lessees, either Lessor or Lessee shall have the right to terminate this Lease by notice in writing given within ninety (90) days after the condemning authority takes possession, in which event all rents and other charges shall be prorated as of the date of such termination. In the event of a taking of any portion of the Premises not resulting in a termination of this Lease, Lessor shall use so much of the proceeds of Lessor's award for the Premises as is required therefor to restore the Premises to a complete architectural unit and this Lease shall continue in effect with respect to the balance of the Premises, with a reduction of Minimum Rent in proportion to the portion of the Premises taken.

**43. INTENTIONALLY DELETED.**

**44. INTENTIONALLY DELETED.**

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

**LESSOR:**

DDR NAMPA LLC

By: \_\_\_\_\_

Robin Walker-Gibbons

Its: Executive Vice President

STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Robin Walker-Gibbons, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of DDR NAMPA LLC, as the Lessor, and acknowledged to me that she executed the same on behalf of the Lessor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

Commission expires on: \_\_\_\_\_

Residing at \_\_\_\_\_

**LESSEE:**

THE STATE OF IDAHO, by and through  
BOISE STATE UNIVERSITY, DBA BRONCO SHOP

By: \_\_\_\_\_  
\_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of THE STATE OF IDAHO, by and through BOISE STATE UNIVERSITY, DBA BRONCO SHOP, as the Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

Commission expires on: \_\_\_\_\_

Residing at \_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
Linda S. Miller, State Leasing Manager  
Division of Public Works, Department of Administration

\_\_\_\_\_  
Date

**EXHIBIT A TO THE LEASE AGREEMENT  
SITE PLAN OF THE PREMISES**

**EXHIBIT B TO THE LEASE AGREEMENT  
TENANT IMPROVEMENT SPECIFICATIONS – WORK PROVIDED BY LESSOR  
Unit No. F107 2,400 Square Feet**

*Lessor's Work shall consist of the following. All other work not specifically listed shall be performed by Lessee at Lessee's expense.*

**Storefront**

Lessor to provide existing storefront system, with addition of double storefront doors centered on the storefront as shown on Exhibit A.

**Walls**

Construct perimeter demising walls with 6" metal studs and fire taped 5/8" gypsum board. Demising walls to be insulated. Interior partition walls to be constructed of 3-5/8" metal studs with 5/8" gypsum board. Rear and side walls of Sales Areas to receive 12'0" slat wall. Slatwall must have metal inserts in slats. Laminate color to be selected by Lessee. Walls in the Storage Area, Dressing Room, and Restroom to be finish sanded and painted. Front masonry wall segment to be furred, receive 5/8" gypsum board, and be finish sanded and painted. All walls to receive cove base. Lessee to specify paint colors.

**Floor**

Concrete slab with a smooth troweled finish throughout the space to be stained and sealed. Lessee to specify stain color.

**Ceiling**

Lessor to construct a suspended t-bar ceiling system at a finished height of twelve feet (12") above floor slab consisting of a standard two-foot (2') by four-foot (4') white metal grid system with standard two-foot (2') by four-foot (4') white lay-in fissured ceiling tiles. T-bar ceiling to be installed in Sales Area and Dressing Room. Storage Room and Restroom to receive gypsum board ceiling at 8'0" height, finish taped, sanded and painted.

**Doors**

New double three-foot (3') by seven-foot (7') aluminum and glass storefront entry doors to have hydraulic closer, push-pull set, lock cylinder, weather-stripping and threshold. Lessor to also supply interior doors to the dressing room and the storage area. All doors shall be finished or painted.

**Plumbing**

Lessor to provide the number of restrooms required by the city constructed per local and ADA codes including toilet, lavatory, door with privacy lock, electric water heater, light and exhaust fan. Walls will be finished, sanded and painted gypsum wallboard. Floor will be stained and sealed concrete slab with cove base. Ceiling will be finished, sanded and painted gypsum wallboard at a height of eight feet (8') above floor slab. Handicap grab bars are to be provided. All finishes and accessories such as mirror, paper towel dispenser, toilet tissue holder, and soap dispenser are provided and installed by the Lessor.

Mop sink to be provided in corner of Storage Room as shown on Exhibit A, with 4' tall frp to protect walls from splashing. Gas piping to be provided for HVAC units.

**Heating, Ventilation, and Air Conditioning**

A combination heating and air conditioning unit(s) sized at approximately one (1) ton of cooling capacity per 350 square feet of floor area, including set-back temperature control device. Air distribution ductwork with supply diffusers and return air grilles set in finished ceiling system. Install an exhaust fan and vent from the toilet room to the exterior for toilet room exhaust.

**Electrical**

Provide 200amp, three-phase service to an electric panel box (120/208 volt). 277/480volt service with step down transformer may be provided based on available power from local utility service provider.

Electrical distribution consisting of minimum-required duplex outlets, switches, etc., including a circuit for the Lessee's exterior sign and all necessary control and power wiring for HVAC equipment. Wiring shall be run to the exterior of the building to accommodate Lessee's sign and shall include a timer control. Electric breaker panel to be installed in rear corner of the Storage Room, as shown on Exhibit A.

Lessee shall specify its electrical and network box locations.

Lessor to install power pole to cash wrap area. Conduit for telephone/data lines to be installed in Storage Room.

Dedicated circuits with isolated ground shall be provided for the computer network file server, telephone equipment, and the fax/copier machine. Equipment will include a fax/copier machine, cash registers, credit card machines, DSL, and 2 computers.

### **Telephone and Data Cabling**

Lessor shall install a conduit with pull string from the Premises to the Telephone Mounting Board, from the telephone mounting board to center of the front register stand. Conduit must not have any 90 degree bends.

Contractor shall pull four parallel runs of standard 4-pair (Type #) twisted pair cable to each outlet for telephone and data communications, label both ends, and terminate each pair at the modular RJ45 duplex jacks (RJ45=568A or B) and at the patch panel block in the data/phone room. Cables shall be tested and certified before occupancy.

Installation and materials supplied shall be in accordance with current Electronic Industry Association/Telecommunication Industry Association standards (EIA/TIA) 568 A or B.

The data/phone area may not be located in the same room as the mechanical, electrical and janitorial room. The data/phone area shall allow access to a 19" standard floor-standing rack assembly. It must have a dedicated electrical circuit for communication and telephone control equipment with a minimum of ten electrical outlets in close proximity to the panel and block. Air-cooling and airflow must allow the area not to exceed a temperature of 72°.

### **Lighting**

Standard two-foot (2') by four-foot (4') four-tube lay-in fluorescent light fixtures with acrylic prismatic lens at approximately one (1) fixture per 80 square feet of floor area. Lessor shall supply track lighting along three perimeter walls of the store. Lessee to provide specifications and locations.

Light switches that independently control lighting to: retail area (1); rear storage area (2); dressing room (1); and restroom (1).

Minimum code-required emergency and exit lights.

### **Fire Protection**

The premises will be protected by an automatic fire suppression sprinkler system with sprinkler heads on a regular grid spacing set in the finished ceiling system. Coverage based on a single story retail occupancy. Install fire extinguishers in the type, quantity, and location as required per local fire authority.

**EXHIBIT C TO THE LEASE AGREEMENT**

**SIGNAGE CRITERIA**

**EXHIBIT D TO THE LEASE AGREEMENT**



**BUILDING BUREAU PLAN REVIEW APPLICATION**

Division of Building Safety  
1090 East Watertower Street  
Meridian, ID 83642  
Phone: 208.334.3896 / Fax: 208.855.9399

Building Bureau Use Only

P.A.#: \_\_\_\_\_

Initial Plan Review Fee: \$ \_\_\_\_\_

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

Receipt #: \_\_\_\_\_

Applicable codes:

2006 IBC; IECC; and IRC parts I through IV, 2003 IRC parts V &amp; VI, 2003 IMC; 2003 IFGC, 2005 NEC; 2003 UPC

1. Application must include plans, specifications, structural calculations, energy code compliance reports and other pertinent documents. See page two (2) for details on the document quantity and format requirements. All submittal documents must be prepared by an Idaho licensed architect or engineer and include appropriate documentation, stamps and signatures. Include payment of the plan review fee unless other arrangements have been approved by DBS. See the fee schedule on page two (2).
2. Project Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
(School District, State Agency or Others)
3. Project Location: \_\_\_\_\_  
(Address, Building Name)
4. Budgeted Project Valuation: \$ \_\_\_\_\_
5. Architect or Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_
6. Project Description: \_\_\_\_\_  
\_\_\_\_\_
7. This project includes (check all that apply ☒):  
Building construction ☐ - Plumbing ☐ - Electrical ☐ - HVAC ☐ - Elevator/Lift ☐ - Boiler ☐
8. Building Uses: New \_\_\_\_\_  
Existing \_\_\_\_\_
9. Type of Construction: New - I-A ☐ - I-B ☐ - II-A ☐ - II-B ☐ - III-A ☐ - III-B ☐ - IV ☐ - V-A ☐ - V-B ☐  
Existing: - I-A ☐ - I-B ☐ - II-A ☐ - II-B ☐ - III-A ☐ - III-B ☐ - IV ☐ - V-A ☐ - V-B ☐ (check all that apply ☒)
10. Fire walls (Areas Separation Walls): New - YES ☐, NO ☐ Existing - YES ☐, NO ☐
11. Number of Stories: New \_\_\_\_\_ Existing \_\_\_\_\_ Basement YES ☐, NO ☐ if yes Area \_\_\_\_\_ s.f.
12. Building Area: New \_\_\_\_\_ s.f. - Existing \_\_\_\_\_ s.f. (exclude basement area)
13. Fire Sprinkler System Throughout: New - YES ☐, NO ☐, Existing - YES ☐, NO ☐
14. The fire sprinkler system is for: fire flow reduction ☐ - allowable area increase ☐ - allowable story increase ☐  
1hr fire rated construction substitution ☐ - Other \_\_\_\_\_
15. Agency Requesting Plan Review: \_\_\_\_\_
16. Local Government, name of city (or county if out of city) the site is located in: \_\_\_\_\_
17. Applicant's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Printed)

Signature \_\_\_\_\_

## EXHIBIT E TO THE LEASE AGREEMENT

**RULES AND REGULATIONS**Lessee agrees:

1. To occupy the Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Premises, and without committing or permitting waste;
2. To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Lessor's insurance policies or increases the premiums therefor. Lessor represents that the Primary Uses do not contravene Lessor's insurance or result in any increased premium;
3. To place no merchandise, sign or other thing of any kind in the vestibule or entry of the Premises or on the sidewalks or other Common Area adjacent thereto;
4. To park Lessee's vehicles and to require all employees to park only in such places as may be designated from time to time by Lessor for the use of Lessee and its employees, and specifically not to permit parking of any Lessee or employee vehicles in any service court area. Lessor reserves to have towed any vehicle parked in violation of this Section at the sole cost and expense of the violating party;
5. To keep any rubbish, garbage and waste generated by Lessee from the Premises in proper dumpsters provided by Lessee adjacent to the Premises or such other area designated by Lessor from time to time until such rubbish, garbage and waste is removed from the Shopping Center and to permit no refuse to accumulate around the exterior of the Premises;
6. To conduct no auction, fire, bankruptcy, liquidation or going-out-of-business, moving, relocating or any other similar sale without the prior written consent of Lessor;
7. To solicit no business in the Common Area, nor distribute handbills or other advertising matter to customers, nor place the same in or on automobiles in the Common Area, nor conduct any promotional activity whatsoever in the Common Area;
8. Except as expressly provided for in the Lease, that Lessee shall make no installations upon nor any penetrations through the roof or the exterior walls of the Premises without the prior written consent of Lessor. Any unauthorized roof installations or penetrations by Lessee shall be subject to immediate removal and repair, at Lessee's sole cost and expense, upon notice from Lessor. Repairs shall be made with materials of equal or better quality and by contractors approved by Lessor;
9. To prohibit the operation of any coin or token-operated vending machines, video games or similar devices outside of the Premises;
10. Lessee shall, at its sole cost and expense, contract for pest extermination services covering the Premises; and
11. Not to permit to be attached or recorded against the Premises or any other portion of the Shopping Center any lien, encumbrance or charge arising out of any work performed or materials furnished by any contractor, mechanic, laborer, or materialman for or at the request of Lessee. Lessee will not enter into any mortgages, conditional sale, security agreement or like instrument nor suffer any other matter or thing whereby the estate, right and interest of Lessor in the Premises or any part thereof might be impaired or diminished. If any lien or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work on the Premises is filed against the Premises or any part of the Shopping Center, Lessee will, within ten (10) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, letter of credit or other adequate security. If Lessee fails to cause such lien or notice of lien to be discharged within such period, Lessor, its managing agent, or

## **ATTACHMENT 1**

Lessor's lender, may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit, bond or otherwise, and Lessee shall, immediately upon demand, reimburse Lessor, its managing agent, or Lessor's lender for any and all costs and expenses incurred by Lessor, its managing agent, or Lessor's lender, to discharge such lien including, without limitation, all attorneys' fees, court costs and similar expenses. In addition, Lessee shall indemnify and hold Lessor, its managing agent, and Lessor's lender, if any, harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's or its managing agent's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of any claims or causes of actions that may arise as a result of any lien, notice of lien or, claim relating to work and/or materials furnished to the Premises at the request of Lessee, its employees, agents or contractors.

## EXHIBIT F TO THE LEASE AGREEMENT

**ESTOPPEL CERTIFICATE**

This Estoppel Certificate is made by \_\_\_\_\_, (hereinafter "Lessee") the lessee of those certain premises located at \_\_\_\_\_, [\_\_\_\_\_, Idaho], and described as \_\_\_\_\_, and leased by Lessee from \_\_\_\_\_ (hereinafter "Lessor").

NOW THEREFORE, Lessee certifies and represents to Lessor and its successors, mortgagees and assigns and their attorneys, representatives, with respect to the above described lease as follows:

The true, correct and complete copy of the lease, including all amendments or addendum thereto (hereinafter collectively referred to as the "Lease") is attached hereto.

The Lease contains the entire agreement between Lessor and Lessee, and to the best of Lessee's knowledge, as of the date hereof, Lessor is not in default in the performance of the terms and provisions of the Lease.

The Lease is for approximately \_\_\_\_\_ square feet. The Lease began on \_\_\_\_\_ and will end on \_\_\_\_\_.

Lessee has paid all rents due under the Lease for the period through and including \_\_\_\_\_, and Lessee has paid no other rent or compensation in lieu of rent in advance beyond such date. As of the date hereof, rent due from Lessee to Lessor is in the amount of \$ \_\_\_\_\_ per month plus such additional rent as called for in the Lease.

DATE: \_\_\_\_\_

LESSEE

SAMPLE

\_\_\_\_\_

**PERMANENT BUILDING FUND ADVISORY COUNCIL MEETING**

**Official Minutes, December 7, 2010**

A regular meeting of the Permanent Building Fund Advisory Council (PBFAC) was held on this date in Boise, Idaho.

The December 7, 2010, meeting was called to order by Chairman Darrington at 1:40 p.m. in the West Conference Room, Joe R. Williams Building, 700 West State Street, Boise, Idaho.

**Council Members Present:**

Senator Denton Darrington, Chair  
Mr. Dee Jameson  
Mr. Randy Steed

**Council Members Absent and Excused:**

Ms. Gena Russell, Vice Chair  
Representative Dennis Lake

**Others Present:**

Mr. Tim Mason, Administrator, Division of Public Works  
Ms. Jan Frew, Deputy Administrator, Division of Public Works  
Ms. Susan Drummond, Management Assistant, Division of Public Works  
Mr. Barry Miller, Senior Project Manager, Division of Public Works  
Mr. John Costner, Project Manager, Division of Public Works  
Mr. Ron Hexum, Project Manager, Division of Public Works  
Mr. Ben Hill, Project Manager, Division of Public Works  
Mr. John Julian, Project Manager, Division of Public Works  
Mr. Mark Knowles, Project Manager, Division of Public Works  
Mr. Norm Noonan, Project Manager, Division of Public Works  
Mr. Ken Gardner, Interim Asbestos/Roofing Program Mgr, Division of Public Works  
Ms. Linda Miller, Leasing Program Manager, Division of Public Works

**APPROVAL OF MINUTES**

**MOTION: MR. JAMESON MOVED COUNCIL APPROVE THE NOVEMBER 4, 2010, PERMANENT BUILDING FUND ADVISORY COUNCIL MINUTES. Council passed the motion.**

**Request for Lease Term Over Five Years****Agency:** BSU Broncoshop**Lessor:** DDR Nampa, LLC**Cost/Sq. Ft. (1st Yr.):** \$16.00**Cost/Yr.:** \$38,400.00**Lease Type:** Triple net lease**Lease Term:** 120 Months (10 Years)**Total Contract Value:** \$435,840.00**Sq. Ft.:** 2,400**City:** Nampa**Address:** Nampa Gateway Center**Cost/Sq. Ft. (Effective):** \$18.16**Escalations:** 3% per year**Space Type:** Retail**Cost Ratio\*:** .50

**Comments:** The Nampa Broncoshop is currently in the Treasure Valley Marketplace. This move will provide BSU with a much larger store and reduce its cost per square foot from \$27.32 to \$16.00 per square foot. The Lessor has additionally agreed to a complete build out of the space, which is unusual in retail leases. BSU is excited about this move, as it will place the Broncoshop next door to the new Idaho Aquarium and close to the new Edwards Theater in Nampa. The longer term lease was necessary to get the landlord to agree to a turnkey tenant finish package.

**MOTION:** **MR. STEED MOVED COUNCIL APPROVE A TEN-YEAR LEASE TERM FOR THE BOISE STATE UNIVERSITY BRONCOSHOP IN NAMPA. Council passed the motion.**

**\*Cost Ratio:** The cost ratio measures whether it is more cost effective to lease or to buy buildings. If the cost ratio is below 1.00, acquisition should be considered.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

The University of Idaho requests the Board approve the establishment of a self-support fee to fund the operation of a graduate residency program at the McCall Outdoor Science School (MOSS) in McCall, Idaho.

**REFERENCE**

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.b.(5)

**BACKGROUND/DISCUSSION**

Board policy for Self-support certificates and programs provide the following under Board approved local 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.

This request would establish a self-support program fee for the existing graduate residency program at the McCall Outdoor Science School (MOSS) in McCall, Idaho, which culminates in a graduate certificate in Environmental Education. The MOSS program is totally self-sufficient and receives no university or state support for its operation. 100% of the program fee of \$14,222 would be used to support the delivery of the program, including course instruction, mentoring and supervision, and room and board.

**IMPACT**

Sixteen competitively selected graduate students live, attend classes, and work at MOSS for 9 months. For the final 3 months, they are placed with an agency or organization where they apply what they have learned in their coursework and practicum experiences to the needs of those organizations.

The program has extremely high demand, with 150 applicants for 16 positions this past year. The program currently relies on course fees and off-campus

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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course tuition/fees to hire non-tenure track faculty. There has been an inadequate level of tenure-track and Ph.D. level faculty, which limits the perception of program legitimacy in the department, college, and institution. The course fees and tuition would cease with the introduction of the self-support program fee and create a stable funding stream that will allow adequate staffing.

**ATTACHMENTS**

Attachment 1 – Proposal for McCall Outdoor Science School (MOSS)  
Self-Support Program

Page 3

**STAFF AND COMMENTS AND RECOMMENDATIONS**

Current fees include course fees and teacher in-service fees. The in-service fees are capped in Board policy (one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee) and this program has expanded beyond teachers. In order to get higher paid tenure track faculty and Ph.D.s, UI needs to be able to charge a self-support fee that can grow to meet the market demand for higher salaries.

The University has identified all the required courses in the program, and the fees assessed will cover all costs of the program with no need for appropriated funds.

Staff notes that Board policy on self-support fees is somewhat vague as to whether support fees need annual approval by the Board. Current practice is that these fees are not annually approved. Policy is also unclear as to whether Board approval of a self support program also constitutes approval of the corresponding self support fee. Staff intends to bring clarifying revisions to the policy for Board consideration in June.

Staff recommends approval.

**BOARD ACTION**

I move to approve the establishment of a self-support fee of \$14,222 per student FTE to fund the operation of a graduate residency program at the University of Idaho McCall Outdoor Science School (MOSS) in McCall, Idaho.

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



Provost and Executive Vice President

Administration Building, Suite 105

PO Box 443152

Moscow ID 83844-3152

Phone: 208-885-6448

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[www.provost.uidaho.edu](http://www.provost.uidaho.edu)

March 3, 2011

TO: Idaho State Board of Education

FROM: Doug Baker  
Provost and Executive Vice President



SUBJECT: Letter of Support

I extend my support and approval for the self support fee request that accompanies this letter from our College of Natural Resources.

This request is for the establishment of a program fee to support the operation of our successful graduate residency program at the McCall Outdoor Science School (MOSS) in McCall, ID, which culminates in a graduate certificate in Environmental Education (Board approved in 2005). MOSS program is totally self-sufficient and receives no university or state support for its operation. 100% of the program fee would be used to support the delivery of the program, including course instruction, mentoring and supervision, and room and board.

Thank you for your consideration of this request.

Program Fee proposal for the Graduate Residency in Environmental Education program at the McCall Outdoor Science School (part of the graduate certificate in Environmental Science Education).

**Proposed Starting Date:** Fall 2011

**College:** CNR **Department:** CSS

**Contact Name:** Steve Hollenhorst **Email:** stevenh@uidaho.edu **Phone:** 885-7911

We are requesting the establishment of a program fee to support its operation. MOSS program is totally self-sufficient and receives no university or state support for its operation. 100% of the program fee would be used to support the delivery of the program, including course instruction, mentoring and supervision, and room and board. This is an existing graduate certificate program, the graduate residency program at the McCall Outdoor Science School (MOSS) in McCall, ID, which culminates in a graduate certificate in Environmental Education.

The MOSS 12-month graduate residency program is part of the existing graduate certificate in Environmental Education. Sixteen competitively selected graduate students live, attend classes, and work at MOSS for 9 months. For the final 3 months, they are placed with an agency or organization where they apply what they have learned in their coursework and practicum experiences to the needs of those organizations. MOSS graduate residents earn 19 hours through graduate coursework and practicum experiences. Upon completion of the program, many of them enter various UI graduate programs, including CSS, Education, Environmental Science, and the Masters of Natural Resources.

MOSS residents are also AmeriCorps members, for which they earn a monthly stipend. Upon completion of the program they receive a \$5,500 educational award that they can apply to the completion of their degree at U-Idaho or other higher education institutions.

The MOSS graduate residency program is an excellent fit with our University, College, and Department mission. In particular, the program is an excellent example of engaged, transformational learning. MOSS graduate residents allow us to deliver the MOSS K-12 program to schoolchildren across Idaho. This program has become one of the largest and most well-known and respected outreach programs at the University. In turn, these graduate students receive coursework in environmental education methods, ecology, and leadership, along with practical experience in science teaching.

University of Idaho

### **Vision**

The University of Idaho is a high research activity, land-grant institution committed to undergraduate and graduate research education with extension services responsive to Idaho and the region's business and community needs. The university is also responsible for regional medical and veterinary medical education programs in which the state of Idaho participates.

The University of Idaho will formulate its academic plan and generate programs with primary emphasis on agriculture, natural resources, metallurgy, engineering, architecture, law, foreign languages, teacher preparation and international programs related to the foregoing. The University of Idaho will give continuing emphasis in the areas of business; education; liberal arts; and physical, life, and social sciences; which also provide the core curriculum or general education portion of the curriculum.

- A) What is the Mission statement of your Department(s)?** Conservation is a social endeavor: initiated by people, designed by people, and intended to influence human behavior to achieve a broad array of environmental and natural resource management goals. The Conservation Social Sciences (CSS)



Department offers B.S., M.S., and Ph.D. degrees in the social dimensions of conservation and environmental issues facing the world today. Students explore social science theory and practice, with a particular focus on our strength areas:

- Parks, Protected Areas, and Wilderness Conservation;
- Environmental Communications (Education, Interpretation, and Communication);
- Conservation Planning and Policy, and
- Conservation Leadership.

Students focus on topics ranging from local community conservation issues to global environmental challenges in the public and private sector. The program fosters interdisciplinary perspectives from psychology, sociology, political science, economics, geography, law, philosophy, ethics, and natural resources to better understand the dynamics of human and social behavior in conservation at all levels.

**Your College(s)?** The College of Natural Resources is committed to disciplinary and interdisciplinary programs that integrate ecological, social and natural resource science and management systems. Our research, education and outreach sustains people and the land through innovative science, technology and leadership.

### **State Need and Student Demand for the Program**

No changes from current graduate certificate program delivered at MOSS. We're simply asking for a program fee for the program. However, below is demand information about the MOSS component:

The program has extremely high demand, with 150 applicants for 16 positions this past year. It includes a unique 12-month residency experience, including placement in final 3 months with an Idaho community, agency or non-profit organization. It has a strong connection to AmeriCorps. A concern is that we have no base-funded tenure track faculty in McCall. The entire operation is self-supported. MOSS is one of the leading STEM education programs at UI. Strong connections to NSF and other federal funding sources. We also have a unique relationship with Americorps that can grow over time. Approximately 100 graduate students complete these programs annually. We have about 15-20% of the market.

### **Goals, Objectives, and Student Learning Outcomes**

Assessment materials for the existing EE certificate are available at:

<https://vandalweb.uidaho.edu/PROD/owa/uiAssessment.AsHome>

### **Curriculum**

All students in the program are required to take the following courses:

CSS 560 Community Ecology for Environmental Educators (3 cr.)  
 CSS 562 Field Science Teaching (2 cr.)  
 CSS 563 Place-based Environmental Education (3 cr.)  
 CSS 575 Leadership for Environmental Educators (2 cr.)  
 CSS 567 Env. Ed Teaching Practicum (2 cr.)

### **Students**

There are approximately 100 students in these types of programs around the U.S. We currently have about a 15-20% share. Last year we had 150 applications for 16 positions. Of the 100+ students who have gone through the MOSS residency program, the vast majority have been successful at getting jobs in their field, getting into graduate school, or both.

The students who apply to the MOSS graduate residency program our graduates of universities around the country. We have a good mix of private and public universities, although graduates of private universities seem to be a higher proportion of applicants. They come from a wide variety of disciplines, from the bio-physical sciences to the social sciences and humanities.



Students are interested in Idaho for several reasons: 1) the attractiveness of the AmeriCorps appointment (i.e. stipend, education award upon completion); 2) the direct connection to the University of Idaho; 3) the beauty of the McCall region, and 4) the reputation of the program.

Our recruitment plan is very simple. First, we advertise on the AmeriCorps recruitment website. This gets us the vast majority of our applicants. Second, we rely on the reputation of the program to attract applicants. Third, we advertise to graduating UI undergraduates. We have a large network of past graduate and professionals who are advocates of our program. We have them organized into email lists and can rely on them to get the word out. Our partners at the AmeriCorps office at Lewis and Clark State College are very important in this regard. We meet with and interact with them regularly. We are very active in various K-12 Science Education professional associations, environmental education associations, and civic organizations in and around McCall and statewide.

Number of Students	Year 1	Year 2	Year 3	Year 2012*
Headcount	16.8	16.8	18.9	
FTE	16.8	16.8	18.9	

Students follow the same application process as all students to the M.S. in Natural Resources, CSS emphasis. The MOSS residency program is a 12-month experience, with 9 months at the McCall Field Campus and 3 months in placement with an Idaho Community, agency, or non-profit organization. All students in the program are advised by our faculty member at MOSS, Karla Bradley, with assistance from Steve Hollenhorst, the MOSS Director. We recruit through AmeriCorp, resulting in a large and diverse applicant pool.

#### Faculty and Administrative Support

Faculty Name (or "New" if not yet hired)	Rank	Status (part, full, regular, adjunct)	% Effort in Program
Karla Bradley-Eitel	Asst. Prof	Full-time non-tenure track	75%
Jan Eitel	Research Scientist	Full-time	25%
Steve Hollenhorst	Prof., Assoc. Dean	Full-time tenured	10%
Gary Thompson	Staff	Full-time	50%
Greg Fizzell	Staff	Full-time	12.5%
Total FTE Faculty in Program			1.73

Name (or "New" if not yet hired)	Title	Responsibilities	% Effort in Program
Sacha Jackson	Field Campus Manager	Admin, registration, billing	10%
Greg Fizzell	Program Director	Recruitment, marketing	15%
Jenny Schoen	Program manager	Practicum experiences with K-12 program	20%
Total Staff FTE in Program			.45



## Strengths

The College of Natural Resources and the Conservation Social Sciences Departments have operated the graduate program in McCall for 8 years. Similar graduate programs exist at other residential environmental science education centers, including Islandwood on Bainbridge Island WA, The Teton Science School in Jackson Hole WY, the North Cascades Institute in Secro-Wooley WA, and Wolf Ridge in Silver Bay MN. The UI program is unique in the nation due to its direct connection with a University. Our competitors all rely on partnerships with universities in order to provide course credit and transcribing. Our situation makes it much easier for students to transition into UI graduate programs. Given the quality of our students (150 applications for 16 positions), MOSS has become a great recruitment mechanism for various UI graduate programs, including the M.S. and MNR in Natural Resources, Environmental Science, Education, and Science.

We are also unique in our partnership with AmeriCorps. All graduate residents at MOSS are AmeriCorps members, for which they receive a \$12K/year stipend, an educational award of \$5,500, and \$300 for professional development travel. We also already have a graduate certificate in environmental science education that all MOSS graduate students receive upon completion of the program.

Lastly, we are unique in our focus on STEM education. No other program has adopted this focus, or received support from NSF and EPA for it.

## Concerns

While the MOSS graduate program has significantly increased the graduate student credit hour production of CSS and CNR—approximately 300 graduate SCH/year—we do not have the resources to tenure-track place faculty in McCall to deliver the program. Rather, we rely on course fees and off-campus course tuition/fees to hire non-tenure track faculty.

Because of these staffing difficulties, we have failed to adequately staff the program with tenure-track and Ph.D. level faculty, thereby limiting the perception of legitimacy of the program in the department, college, and institution.

The key reason for this is the lack of available financial support for the program.

Our competitors have tried to deal with this by charging prohibitively high program fees, as high as \$26K/year at some programs. This has limited the size and quality pool of applicants. Our AmeriCorps partnership, along with a more reasonable fee structure, will enable us to continue to attract large, bright applicant pools.

## Opportunities

Around the U.S., bright college graduates are deliberately choosing not to go directly into the work place, and instead are dedicating themselves to a year of service through AmeriCorps. For those interested in environmental education, STEM education, and conservation, the MOSS/AmeriCorp partnership is extremely attractive. The prospect of doing this service in Idaho, particularly in the high mountain environment around McCall, is an added competitive advantage.

We are taking advantage of this phenomenon. Last year we had 150 high quality applications for 16 positions. We expect a similar number this year.

But we can do more, by establishing a program fee, we can create a stable funding stream that will allow us to adequately staff the program.

Our competitors are studying and attempting to emulate our model, but thus far have not been able to. This is because of their indirect connect to their university partners, and inability to work through the AmeriCorps logistics. This gives us a few years to leapfrog them and become the best graduate residency program in environmental science education in the U.S.

## Finances

### II. EXPENDITURES

	FY <u>12</u>		FY <u>13</u>		FY <u>14</u>	
	FTE	Cost	FTE	Cost	FTE	Cost
<b>A. Personnel Costs</b>						
1. Faculty	<u>1.73</u>	<u>\$83,600</u>	<u>1.73</u>	<u>\$86,108</u>	<u>1.73</u>	<u>\$88,691</u>
2. Administrators	<u>.45</u>	<u>\$19,052</u>	<u>.45</u>	<u>\$19,623</u>	<u>.45</u>	<u>\$20,212</u>
3. Adjunct faculty						
4. Graduate/instructional assistants						
5. Research personnel						
6. Support personnel						
7. Fringe benefits	<u>2.18</u>	<u>\$42,160</u>	<u>2.18</u>	<u>\$43,425</u>	<u>2.18</u>	<u>\$44,728</u>
8. Other: _____						
<b>Total FTE Personnel And Costs;</b>	<u>2.18</u>	<u>\$144,812</u>	<u>2.18</u>	<u>\$149,156</u>	<u>2.18</u>	<u>\$153,631</u>
		FY <u>12</u>		FY <u>13</u>		FY <u>14</u>
<b>B. Operating expenditures</b>						
1. Travel		<u>\$12,000</u>		<u>\$12,360</u>		<u>\$14,322</u>
2. Professional services		<u>\$4,000</u>		<u>\$4,120</u>		<u>\$4,774</u>
3. Other services						
4. Communications						
5. Utilities						
6. Materials & supplies		<u>\$6,000</u>		<u>\$6,180</u>		<u>\$6,949</u>
7. Rentals						
8. Repairs & maintenance						
9. Materials & goods for manufacture & resale						
10. Misc. (Room & Board)		<u>\$63,000</u>		<u>\$64,890</u>		<u>\$76,320</u>
<b>Total Operating Expenditures:</b>		<u>\$85,000</u>		<u>\$87,550</u>		<u>\$102,365</u>



	FY <u>12</u>	FY <u>13</u>	FY <u>14</u>
C. Capital Outlay			
1. Library resources	_____	_____	_____
2. Equipment	_____	_____	_____
Total Capital Outlay:	_____	_____	_____
D. Physical facilities Construction or major Renovation	_____	_____	_____
E. Indirect costs (overhead)	_____	_____	_____
<b>GRAND TOTAL EXPENDITURES:</b>	<u>\$229,812</u>	<u>\$236,706</u>	<u>\$255,996</u>

### III. REVENUES

	FY <u>12</u>	FY <u>13</u>	FY <u>14</u>
A. Source of funds			
1. Appropriated funds -- Reallocation – MCO	_____	_____	_____
2. Appropriated funds -- New – MCO	_____	_____	_____
3. Federal funds	_____	_____	_____
4. Other grants	_____	_____	_____
5. Fees	_____	_____	_____
6. Other: <u>Program Fee</u>	<u>\$229,812</u>	<u>\$236,706</u>	<u>\$255,996</u>
<b>GRANT TOTAL REVENUES:</b>	<u>\$229,812</u> FY <u>12</u>	<u>\$236,706</u> FY <u>13</u>	<u>\$255,996</u> FY <u>14</u>
B. Nature of Funds			
1. Recurring*	_____	_____	_____
2. Non-recurring**	<u>\$229,812</u>	<u>\$236,706</u>	<u>\$255,996</u>
<b>GRANT TOTAL REVENUES:</b>	<u>\$229,812</u>	<u>\$236,706</u>	<u>\$255,996</u>

\* 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.



There are approximately 330 Residential Outdoor Schools in the U.S., of which only one, the UI MOSS program, is in Idaho. These programs are typically 3-5 days in length and serve K-12 school children, primarily 5<sup>th</sup> and/or 6<sup>th</sup> graders. Participants typically attend with their entire class and their teacher. Parents often attend as chaperones. The market is usually K-12 schools located within a half-day driving distance of the site, although more prestigious programs attract private or grant funded schools from across the U.S. In states like Minnesota, Wisconsin, California, and Oregon, most 5<sup>th</sup> or 6<sup>th</sup> grade students attend such programs and school districts have learned to make attendance part of their curriculum, budgets, and fund raising program. During the summer and school holidays, programming shifts to an array of adult naturalist programs, science camps, conferences, and workshops.

There are five well-established graduate residency programs in the U.S. that are located at residential outdoor schools. These include the Teton Science School, The North Cascades Institute, Islandwood, the Wolf Ridge Environmental Learning Center, and the UI McCall Outdoor Science School.

*Teton Science School.* The TSS Graduate Program provides a one-year professional residency in the theory and practice of field science, experiential education and leadership skill. The major components of the program include: Graduate level courses in the natural sciences and education; extended practicum experiences in environmental education and interpretation; seminars in professional skills and institutional management; training in outdoor leadership; and instruction in the use of research as an educational tool.

**Total Enrollment:** approximately 20 student per year.

**Cost per credit hour/Total for Certificate and/or Program:** \$22,000 for 32 credits and room and board.

**Access:** face to face.

**Faculty to student ratio:** Approximately 1:10

**Support Services:** partnership with Utah State and U. Idaho. Minimal support from these institutions.

**How long has this certificate and/or program been offered?:** 20 years

**What is each program's weakness?:** Weak connection to Universities. High cost limits applicant pool. Questionable Rigor of courses.

**What is each program's advantage?:** Location within Grant Teton National Park. Excellent facilities. Tremendous development and fundraising support.

*The North Cascades Institute.* In collaboration with Huxley College at Western Washington University, the NCI graduate residency program confers a Master of Education in Environmental Education and a Certificate in Nonprofit Administration and Leadership. Course work explores environmental education while placing an emphasis on field science, cultural studies, teaching and nonprofit administration.

**Total Enrollment:** approximately 20 student per year.

**Cost per credit hour/Total for Certificate and/or Program:** \$27,650 for in-state students, \$38,450 for non-residents. Includes 30 credits and room and board.

**Access:** face to face.

**Faculty to student ratio:** Approximately 1:9

**Support Services:** partnership with Western Washington University. Moderate support from WWU.

**How long has this certificate and/or program been offered?:** 11 years

**What is each program's weakness?:** Weak connection to University. High cost limits applicant pool. Questionable Rigor of courses.

**What is each program's advantage?:** Location within North Cascade National Park. Excellent facilities. Fairly easy transition to graduate program at WWU.

*Islandwood.* The ten-month Graduate Residency in Education, Environment and Community at Islandwood (EEC) is developed in partnership with the University of Washington. The program involves a combination of coursework with practicum teaching experience.

**Total Enrollment:** approximately 22 student per year.

**Cost per credit hour/Total for Certificate and/or Program:** \$20,250, includes 34 credits and room and board.



**Access:** face to face.

**Faculty to student ratio:** Approximately 1:9

**Support Services:** partnership with University of Washington. Moderate support from WWU.

**How long has this certificate and/or program been offered?:** 5 years

**What is each program's weakness?:** Weak connection to University. High cost limits applicant pool. Questionable Rigor of courses.

**What is each program's advantage?:** Location on Bainbridge. Excellent facilities. Extremely good fundraising support. Fairly easy transition to graduate program at UW.

*Wolf Ridge Environmental Learning Center:* In cooperation with the University of Minnesota, Duluth, Wolf Ridge offers a 10 month graduate internship program that trains students to be effective environmental educators. The program includes 18 credits of graduate coursework and practicum teaching experience. Cost: \$3,000 plus UMD tuition (\$8,750 residents, \$15,850 non-residents).

**Total Enrollment:** approximately 15 student per year.

**Cost per credit hour/Total for Certificate and/or Program:** \$8,500. Includes 18 credits and room and board.

**Access:** face to face.

**Faculty to student ratio:** Approximately 1:9

**Support Services:** partnership with U. Minnesota Duluth. Moderate support from UMD.

**How long has this certificate and/or program been offered?:** 15 years

**What is each program's weakness?:** Weak connection to University. Modest cost helps recruitment.. Questionable Rigor of courses.

**What is each program's advantage?:** Location within North Cascade National Park. Excellent facilities. Fairly easy transition to graduate program at WWU.

# Projected Revenues and Expenses

Summary of Program Costs - Year 2013 - Full Enrollment (Replace "N" with academic year when pgm is expect to reach full enrollment.)					
Line Item	FTE Bnfits %	Internal Reallocation	New State Funds	Other Sources	Total
Administrative salaries					
Benefits for Administrative	26.9%	0	0	\$28,586	\$28,586
Faculty salaries					
Benefits for Faculty	26.9%	0	0	\$125,044	\$125,044
TA/RA salaries					0
Benefits for TA/RA	30.0%	0	0	0	0
Clerical salaries					0
Benefits for Clerical	30.0%	0	0	0	0
Contract Services					0
Benefits for contract salaries	30.0%	0	0	\$4,774	\$4,774
Goods and services				\$5,252	\$5,252
Travel				\$14,322	\$14,322
Equipment (describe)				\$1,697	\$1,697
Other (describe)				\$76,320	\$76,320
Subtotal	0.00	0	0	\$255,996	\$255,996
Indirect (if applied to pgm)					
Total Cost		0	0	\$255,996	\$255,996
Student FTE					18
Cost per student FTE					\$14,222

Table 5 Salary Cost Detail - Year 1

Name	Monthly salary	# of months	Annual Salary	Buyout Pgm %	Annual Pgm salary
<b>Administration:</b>					
Sacha Jackson	\$3,293	12	\$39,520	0.10	\$3,952
Greg Fizzell	\$4,834	12	\$58,011	0.15	\$8,702
Jenny Schon	\$2,666	12	\$31,990	0.20	\$6,398
Subtotal Administration	\$10,793		\$129,522	0.45	\$19,052
<b>Faculty:</b>					
Karla Bradley	\$5,445	9	\$49,005	0.75	\$36,754
Jan Eitel	\$6,668	9	\$60,008	0.25	\$15,002
Steve Hollenhorst	\$9,353	12	\$112,236	0.10	\$11,224
Gary Thompson	\$2,971	9	\$26,738	0.50	\$13,369
Greg Fizzell	\$4,834	12	\$58,011	0.13	\$7,251
Subtotal Faculty	\$29,271		\$305,998	1.73	\$83,600
<b>TA/RA's:</b>					
Subtotal TA/RA	0		0		0
<b>Clerical staff:</b>					
Subtotal Clerical	0		0		0
<b>Total Year 1</b>	<b>\$40,064</b>		<b>\$435,520</b>	<b>2.18</b>	<b>\$102,652</b>



Table 5 Salary Cost Detail - Year 2013 - Full Enrollment

Name	Monthly salary	# of months	Annual Salary	Buyout Pgm %	Annual Pgm salary
<b>Administration:</b>					
Sacha Jackson	\$3,494	12	\$41,927	0.10	\$4,193
Greg Fizzell	\$5,129	12	\$61,544	0.15	\$9,232
Jenny Schon	\$2,828	12	\$33,939	0.20	\$6,788
Subtotal Administration	\$11,451		\$137,409	0.45	\$20,212
<b>Faculty:</b>					
Karla Bradley Eitel	\$5,777	9	\$51,989	0.75	\$38,992
Jan Eitel	\$7,074	9	\$63,662	0.25	\$15,916
Steve Hollenhorst	\$9,923	12	\$119,071	0.10	\$11,907
Gary Thompson	\$3,152	9	\$28,367	0.50	\$14,183
Greg Fizzell	\$5,129	12	\$61,544	0.13	\$7,693
Subtotal Faculty	\$31,053		\$324,634	1.73	\$88,691
<b>TARA's:</b>					
Subtotal TA/RA	0		0		0
<b>Clerical staff:</b>					
Subtotal Clerical	0		0		0
<b>Total Year 2013</b>	<b>\$42,504</b>		<b>\$462,043</b>	<b>1.73</b>	<b>\$108,903</b>

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Renew ground lease for the Idaho Farmhouse Club, Inc. fraternity

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Policies & Procedures, Section V.I.5.b.1.

**BACKGROUND/DISCUSSION**

In 1971 the Regents leased a parcel of land to the Idaho Farmhouse Club, Inc. to operate a fraternity at the corner of Blake Ave. and Nez Perce Dr. In September 2011 that lease and its final option term will expire. The fraternity owns the house and improvements on the 0.69 acre leased land.

The attached ground lease will renew Farmhouse's rights to occupy the property and operate a fraternity on Regents' land, through 2051 (40 years) with an option to extend for an additional 40 years (to 2091). The lease has been prepared to ensure that the fraternity will maintain the condition of their property improvements for purposes of providing student housing. The Regents are not obligated in the future to acquire the house, although its re-sale or assignment by Farmhouse Club for uses other than student housing is prohibited without University consent. The ground lease effectively assigns operational and financial risks to the fraternity, and it replaces the \$10 annual rent with a rent fee of \$1,500/yr that acknowledges the value to the university of providing on-campus housing choices for students, while compensating the university for those administrative costs associated with providing public property for private use.

**IMPACT**

No new financial costs will be imposed on the University of Idaho by this lease renewal.

**ATTACHMENTS**

Attachment 1 – Proposed Ground Lease

Page 3

Attachment 2 – Lease Exhibit Map

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**STAFF COMMENTS AND RECOMMENDATIONS**

This is a request to renew a 40 year lease of real property to the Idaho Farmhouse Club for operation of a fraternity, with an option to renew for another 40 years. The lease stipulates the use, maintenance and insurance requirements of the leased premises. The rent is calculated on a de minimus cost recovery basis.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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The lease provides the tenant an early termination option, but no reciprocating option for the landlord. Staff assumes the University has determined renewal of this long-term lease is the highest and best use of the premises.

Staff recommends approval.

**BOARD ACTION**

I move to approve the proposed ground lease between the University of Idaho and Idaho Farmhouse Club, Inc. according to the terms submitted to the Board, and to authorize the University's Vice President for Finance and Administration to execute the ground lease in substantial conformance with the draft submitted to the Board as Attachment 1.

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

## GROUND LEASE

THIS GROUND LEASE (“**Ground Lease**”) is made as of the 1st day of July, 2011, by and between **Idaho Farmhouse Club Inc.**, an Idaho non-profit corporation, and **The Board of Regents of the University of Idaho**, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the state of Idaho.

**1. Definitions.** The following terms as used in this Ground Lease shall have the meanings hereinafter set forth:

**1.1 “Landlord”:** The Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho.

**1.2 “Leased Premises”:** That certain real property located in the City of Moscow, County of Latah, State of Idaho, as more particularly described in **Schedule I** attached hereto and incorporated herein by this reference together with all easements, rights and appurtenances thereto but excluding all buildings and improvements located thereon.

**1.3 “Lienholder”:** Any mortgagee under a mortgage, trustee or beneficiary under a deed of trust, or other secured party under any other form of financing constituting a lien on the Leased Premises.

**1.4 “Tenant”:** Idaho Farmhouse Club Inc., an Idaho non-profit corporation.

**2. Term.**

**2.1 Initial Term.** Landlord leases and Tenant rents the Leased Premises for a term of forty (40) consecutive years commencing on July 1, 2011, and terminating on June 30, 2051.

**2.2 Option Term.** Tenant shall have one option to extend the term of this Ground Lease to June 30, 2091. To be eligible for such option term, the following conditions must

be met (a) Tenant shall deliver to Landlord written notice of Tenant's election to exercise the extension option on or before February 1, 2051; (b) Tenant shall not be in default of this Ground Lease, after application of all notice and cure periods, both at the time of extension and upon commencement of the option term; and (c) at any time after July 1, 2031 but prior to commencement of the option term, Tenant shall have completed such remodeling, alteration, or improvement of Tenant's building on the Leased Premises (which may be completed in phases) of sufficient magnitude to extend the useful life of Tenant's building to June 30, 2091. In the event Landlord concludes the remodeling, alteration, or improvement of Tenant's building is insufficient to demonstrate the proposed work will effectively extend the useful life of the building to June 30, 2091, Landlord shall identify its concerns relating to the insufficiency in writing and submit those written concerns to Tenant. Tenant shall then provide Landlord with its plans to address Landlord's concerns. All plans will be evaluated in accordance with the procedures in Section 5.2 of this Ground Lease and the standard established in this Section 2.2.

**2.3 Tenant's Early Termination Option.** Upon at least one year's prior written notice to Landlord, Tenant may at any time during the initial or option term terminate this Ground Lease, so long as Leased Premises and any existing improvements on Leased Premises are surrendered to Landlord in a condition free of any liens, conditions or encumbrances at the time of early termination. Surrender of Tenant's property interests to Landlord by this early termination option shall be subject to Section 16.2 of this Ground Lease.



**3. Rent.**

**3.1 Amount.** Tenant shall pay during the initial term of this Ground Lease from and after July 1, 2011 an annual rent in the amount of One Thousand Five Hundred Dollars (\$1,500) per year and, in the event Tenant exercises its option term as provided in Section 2.2 of this Lease, the amount of Two Thousand Five Hundred Dollars (\$2,500) per year during the Option Term (“**Annual Rent**”). Any other amounts due and payable to Landlord from Tenant under this Ground Lease shall be considered rent.

**3.2 Delivery and Date of Rent Payments.** Annual Rent to Landlord shall be made payable to “Bursar, University of Idaho”, and mailed to the attention of “General Accounting, University of Idaho, PO Box 443166, Moscow ID 83844-3166” or such different address as Landlord shall provide to Tenant by written notice. The initial Annual Rent shall be payable and received on or before July 1, 2011, and each subsequent years’ Annual Rent shall be payable and received on or before July 1 of each subsequent year during the terms of this Ground Lease.

**4. Tenant’s Use.** Tenant may only use the Leased Premises for the housing of and related services to students enrolled, intending to enroll in the next enrollment period, or planning to continue a course of study beginning as of the next enrollment period at the University of Idaho and which are active members of the Idaho Farmhouse Club Fraternity. Additionally, active members graduating within the past three months but remaining on campus to complete additional professional exams or certifications may continue to occupy Premises, if such occupancy is permitted by Tenant after the active member has graduated. Notwithstanding the foregoing sentence, house directors, resident advisors, caretakers, janitors, and other personnel of a character and number necessarily and customarily involved in the housing of

students shall be permitted to occupy the Leased Premises. No tents, trailers, or shacks shall be permitted on the Leased Premises. Parking shall only be permitted on the Leased Premises in parking areas developed with, and accessible from, paved surfaces of asphalt or concrete. Parking desired by Tenant's occupants or other personnel that is off the Leased Premises, but on adjoining UI property or nearby public or private streets shall be permitted in accordance with the Landlord's "Campus Parking Regulations" as they exist at the time of Ground Lease and as those regulations may be amended from time to time. Tenant shall operate the Leased Premises for the housing of University of Idaho students and active members of Idaho Farmhouse Club Fraternity and shall not permit the improvements on the Leased Premises to be vacated or abandoned, except during university observed holidays or breaks, university closures and cessations of use caused by casualty, condemnation or remodel. Furthermore, Tenant shall use its best efforts to rent one-hundred percent (100%) of the rooms designated for housing to active members of the Idaho Farmhouse Club Fraternity on the Leased Premises during all periods of operation. Failure to have at least twenty members residing on the premises at any given time during spring or fall academic sessions (except in instances of casualty, condemnation or approved remodel or reconstruction requiring temporary cessation of use), may be deemed a Default and subject to the provisions of Article 14 (Default) of this Ground Lease.

**5. Alterations and Improvements.**

**5.1 Alterations.** Tenant, at Tenant's sole cost and expense, may remodel Tenant's building on the Leased Premises, according to plans and specifications approved by Landlord (pursuant to Section 5.2 below).

**5.2 Approval Procedure.** Before any construction, alteration (including, without limitation, color changes and landscaping) or improvement (including, without limitation

parking areas and signs; provided that temporary signs and decorations associated with special events of the students shall be permitted without Landlord's approval but subject to campus regulations) to any building, structure, grounds or any other improvement on or to be located on the Leased Premises is commenced, Tenant shall obtain Landlord's prior written approval from the respective directors of University of Idaho Facilities' Architectural and Engineering Services and, if applicable, Information Technology Services (or functional equivalent of either at the time of construction, alteration or improvement planning). Such approval shall not be unreasonably withheld. Tenant and Landlord hereby agree that Landlord may reasonably withhold approval of any proposed construction, alteration or improvement in order to preserve the architectural character of the campus and neighborhood located on Landlord's nearby property, and that it is reasonable for the Landlord to withhold approval for construction and alterations that are inconsistent with the architectural style existing in similarly used buildings in the neighborhood at the time of Tenant's submission. It shall not be reasonable for Landlord to withhold approval in order to initiate an architectural style not existing in similarly used buildings in the neighborhood at the time of Tenant's submission. When obtaining Landlord's approval, sufficient information shall be sent to Landlord to enable Landlord to make a reasonable decision as to the proposal. Failure of Tenant to receive approval from University of Idaho's Information Technology Services ("ITS"), shall not singularly constitute Landlord's denial of approval to proposed construction, so long as Tenant acknowledges in writing to Landlord that Tenant's failure to receive approval from ITS may result in ITS functions being unavailable for Tenant's improvements to Leased Premises and that certain standards, as specified by ITS, may be required for any installation of information technology infrastructure.

**5.3 Diligent Completion.** Once any construction, alteration or improvement is commenced, the same shall be continuously and diligently pursued to completion.

**5.4 Liens.** Except as otherwise permitted in Section 20 (Mortgage), Tenant shall keep the Leased Premises and all improvements thereon free from any liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or to the Leased Premises. Any work performed, materials furnished or obligations incurred shall be at Tenant's sole request and not at the instance of or as agent for Landlord. Tenant shall, within thirty (30) days after any lien is recorded against the Leased Premises, cause such lien or claim of lien to be released of record or transferred to bond in accordance with Idaho law. If Tenant fails to cause such lien or claim of lien to be released of record or transferred to bond, Landlord shall have the right, at Tenant's expense, to transfer said lien to bond.

**5.5 Construction Requirements.** Tenant shall comply with and shall require all contractors and subcontractors to comply with all applicable federal, state and local laws, rules and regulations when performing any work on or delivering materials for the Leased Premises and any building, structure or improvement on or serving the Leased Premises, including but not limited to any construction during initial remodeling. All construction shall comply with all applicable federal, state and local laws, rules and regulations and shall comply with the Landlord's design standards as determined by the University of Idaho Facilities' Architectural and Engineering Services. In the event Tenant intends to be eligible for connection to Landlord's telecommunications and network infrastructure, Tenant shall also comply with Landlord's relevant infrastructure standards as defined by ITS at the time of construction. All construction staging shall occur on the Leased Premises, unless a

separate license agreement is granted by Landlord specifying the precise location that staging may occur on the Landlord's nearby property.

**6. Maintenance and Restoration of the Leased Premises.**

**6.1 Maintenance and Repair by Tenant.** Tenant shall, at Tenant's sole cost and expense, maintain, repair and replace (except as otherwise permitted in Section 6.3) as necessary in good working condition, reasonable wear and tear excepted, all buildings, structures, and improvements on the Leased Premises (including but not limited to street-side sidewalks within the immediately adjoining public right of way), and maintain, repair and replace as necessary all above and below ground utilities, exclusively serving Tenant's property on the Leased Premises and the extension from the Tenant's property on the Leased Premises to such utility's connection at the main line serving the Tenant's property. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Leased Premises in a good, clean and attractive condition, free from waste and in compliance with all laws, rules, regulations and ordinances, reasonable wear and tear excepted. Tenant shall regularly sweep all paved surfaces and keep the same free of snow and ice. All landscaping on the Leased Premises shall be adequately watered and maintained (including replacement of dead or damaged plants) and Tenant shall replace and maintain such landscaping so as to enhance the overall appearance of the surrounding neighborhood. Any planned changes to landscaping beyond maintenance and replacement of existing plants or materials with the same species or materials, shall be submitted in writing for approval to the Director of the University of Idaho Landscape and Exterior Services (or functional equivalent at the time of the proposed landscaping).

**6.2 Maintenance and Repair by Landlord.** Landlord shall not be responsible for any maintenance, repair or replacement of the Leased Premises or any building, structure, landscaping, or improvement (including, without limitation, any utility) on the Leased Premises unless such maintenance, repair or replacement is required because of the willful or negligent act or omission of Landlord. Landlord has no obligation to provide fire or police protection for the Leased Premises. In the event Tenant shall fail to complete its obligations under Section 6.1 (Maintenance and Repair by Tenant), after notice and an opportunity to cure as provided for in Article 14 (Default), Landlord may perform the same at Tenant's expense and Tenant shall reimburse Landlord for all costs incurred by Landlord within fifteen (15) days after receipt of an invoice for the expenses.

**6.3 Restoration.**

(a) In the event any building on the Leased Premises is materially damaged or destroyed by fire or other casualty, Tenant may terminate this Ground Lease by delivering written notice to Landlord within thirty (30) days after the occurrence of such casualty. This Ground Lease shall terminate once Tenant has removed the improvements on the Leased Premises, capped all utilities exclusively serving Tenant's property, graded the Leased Premises in such a manner that drainage from the Leased Premises does not adversely affect the surrounding properties, installed an automatic sprinkler system for that portion of the Leased Premises formerly occupied by Tenant's property and which is equivalent to and ties in with Landlord's sprinkler system for the remainder of the Leased Premises, and covered that portion of the Leased Premises formerly occupied by Tenant's property with sod of an equivalent type used by Landlord on the remaining portion of the leased premises (hydro-seeding shall not be permitted). Tenant shall complete its obligation set forth in the

preceding sentence within sixty (60) days after Tenant has delivered the lease termination to Landlord. In the event Tenant should fail to complete those obligations within such sixty (60) day period, Landlord may perform such obligations at Tenant's expense. In the event Landlord incurs any expenses in performing such obligations, Landlord, in Landlord's sole discretion, shall be entitled to so much of the insurance proceeds payable on account of such casualty as is necessary to reimburse Landlord for Landlord's expenses, and/or to receive payment directly from Tenant if the casualty is caused by an uninsured event.

(b) In the event Tenant does not elect to terminate this Ground Lease after any building on the Leased Premises is materially damaged or destroyed by fire or other casualty, this Ground Lease shall continue in full force and effect, without abatement in Annual Rent, and Tenant shall pursue repair or restoration of the casualty within forty-five (45) days after the casualty, subject to Landlord's approval pursuant to Section 5.2 (Approval Procedure), and shall thereafter diligently pursue the repair or restoration to completion. Any repair or restoration made by Tenant shall return the building to a similar or improved size, function and quality as existed prior to the casualty unless otherwise approved by Landlord in writing.

**7. Landlord's Title.**

**7.1 Fee Title.** Landlord covenants that Landlord is the holder of fee simple title to the Leased Premises and that Landlord has full right and authority to enter into this Ground Lease.

**7.2 Quiet Enjoyment.** Landlord covenants that so long as Tenant is not in default under this Ground Lease, Tenant shall have quiet and peaceful possession of the Leased Premises without unreasonable interference from Landlord.

**7.3 Delivery of Leased Premises.** Prior to this Ground Lease, Landlord has given Tenant ample opportunity to inspect and test the condition of the Leased Premises and Tenant has occupied said Premises under a ground lease prior to execution of this Ground Lease. Therefore, Tenant takes possession of the Leased Premises in its “AS-IS” condition with all faults, including both latent and patent defects, and Tenant releases Landlord from any and all liability to Tenant relating to any aspect or condition of the Leased Premises, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, LANDLORD AND LANDLORD’S AGENTS ARE NOT MAKING, HAVE NOT MADE AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, FEATURE OR CONDITION OF THE LEASED PREMISES INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF HAZARDOUS WASTE, OR THE SUITABILITY OF LEASED PREMISES FOR TENANT’S INTENDED USE. TENANT IS RELYING SOLELY UPON TENANT’S INSPECTIONS AND FAMILIARITY WITH THE PROPERTY AS TO THE CONDITION OF LEASED PREMISES. However, Landlord will make available for Tenant those reports, data and inspections Landlord is aware of related to the purposes of this section and which are in the possession of the Landlord’s Real Estate Office at the time of Landlord’s signature to this Ground Lease.

**7.4 Landlord’s Reservations.** At Landlord’s sole expense, or as separately agreed to by the affected parties, Landlord reserves the right to install public or private utilities, communication lines and cables and any other services for the benefit of Landlord or Landlord’s surrounding properties on, over, under or through those portions of the Leased



Premises dedicated for public utility lines or otherwise not covered by any building or structure; provided that the installation, operation, repair and replacement of such services does not unreasonably interfere with Tenant's use of the Leased Premises and Landlord repairs any damage done to the Leased Premises caused by the installation, operation, repair and replacement of such services. Landlord reserves the rights-of-way for all utilities communication lines and cables and any other services currently existing on, over, under or through the Leased Premises.

**8. Taxes and Assessments.** At the present time, because of Landlord's tax status, there are no taxes levied against the Leased Premises. Should property taxes be levied or assessed against the Leased Premises, Tenant agrees to pay prior to delinquency all taxes and assessments, if any, levied or assessed against the Leased Premises or Tenant's personal property thereon during the term of this Ground Lease. In the event any taxes or assessments levied or assessed against the Leased Premises during the term of this Ground Lease may be legally paid in installments, Tenant may pay such taxes or assessments in installments.

**9. Utilities.** Tenant agrees to pay all charges for electricity, gas, heat, sewer, water, telecommunication infrastructure system, television cable, waste disposal and all other utility services provided for the exclusive use of the Leased Premises during the term of this Ground Lease. Landlord shall not be liable for any interruption in utilities furnished to the Leased Premises, nor does Landlord warrant that any of the utilities mentioned above are available from various utility providers including the Landlord. In the event Landlord provides such services, Tenant shall make separate arrangements with the appropriate university service department and shall pay separately for such services as directed by that department. These service charges are

not included in Annual Rent and provision of services is not an obligation of Landlord under the terms of this Ground Lease.

**10. Indemnification and Insurance.**

**10.1 Tenant's Indemnity.** Tenant hereby waives as to Landlord, releases Landlord and agrees to indemnify, defend and hold harmless Landlord from and against any and all liability, claims, damages, expenses (including attorneys' fees and attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring on the Leased Premises during Tenant's tenancy or arising out of Tenant's use or occupancy of the Leased Premises unless caused by a willful or negligent act taken by Landlord on the Leased Premises.

**10.2 Liability Insurance.** Tenant, at Tenant's sole cost and expense, shall provide and maintain commercial general liability insurance (Occurrence Basis) with broad form coverage endorsement covering its obligations under this Article 10 and insuring it against claims for personal injury, bodily injury or death, and property damage or destruction. Such insurance shall be written with an insurer licensed to do business in the state of Idaho, shall name Landlord as additional insured on ISO Form CG 2026 1185, and contain a waiver of subrogation endorsement in favor of Landlord. The initial limits of liability of all such insurance shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person, \$1,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence.

**10.3 Property Insurance.** Tenant, at Tenant's sole cost and expense, shall purchase and maintain Causes of Loss-Special Form (formerly "all risk") Property Insurance (including demolition and increased cost of construction) insuring one hundred percent (100%) of the replacement cost of all improvements, buildings, structures, furniture, fixtures, and equipment located on the Leased Premises. The insurance shall name Landlord as a loss payee, as Landlord's interests may appear under the terms of this Ground Lease, and contain a waiver of subrogation in favor of Landlord.

**10.4 Workers' Compensation Insurance.** Tenant, at Tenant's sole cost and expense, shall carry Workers' Compensation Insurance as required by Idaho law. No "alternative" forms or self insurance coverage will be allowed.

**10.5 Auto Insurance.** For any vehicles owned by Tenant, Tenant, at Tenant's sole cost and expense, shall carry Commercial Business Automobile Liability Insurance (Occurrence Basis) with a \$1,000,000 combined single limit coverage. Such insurance shall be endorsed with a waiver of subrogation endorsement in favor of Landlord and include coverage for hired and non-owned vehicles and owned vehicles.

**10.6 Insurance Requirements.** For all insurance which Tenant is required to maintain hereunder, Tenant shall furnish Landlord with certificates evidencing the insurance. All policies shall be obtained from an insurer licensed to do business in the State of Idaho, with a Best's Rating of "A" or higher and a Financial Size Category of "VIII" or higher. The policies of insurance shall provide that the insurance represented by the certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days' prior written notice to the holders of the insurance and the holders of the certificates. No policy will contain a deductible or self-insured retention in excess of \$10,000 without Landlord's

prior written approval. If requested by Landlord, Tenant will promptly deliver to Landlord a certified copy of any insurance policies required by this Lease. If the forms of policies, endorsement, certificates, or evidence of insurance required by this Article 10 are superseded or no longer available or the rating service of insurers is no longer available or modified, Landlord will have the right to require other equivalent or better forms. Furthermore, Landlord shall have the right to adjust the dollar amounts required by this Article 10 from time to time in a reasonable manner. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Ground Lease.

**10.7 Noncontribution.** The insurance carried by Tenant hereunder shall be primary and not contributory with any other insurance that is maintained by Landlord.

**10.8 Blanket Policy.** All insurance which Tenant is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Ground Lease and is endorsed with an Aggregate Limits of Insurance (Per Location) endorsement.

**11. Condemnation.**

**11.1 Termination Right.** In the event of a taking of, or damage to, any portion of, interest in or access to the Leased Premises, or any easements, rights or appurtenances thereto by eminent domain or any transfer in lieu thereof or by any other governmental

action, which taking or damage materially and adversely affects Tenant's use of the Leased Premises, Tenant may terminate this Ground Lease as of the date of such taking or damage by written notice to Landlord within three (3) months after the taking or damage deprives Tenant of possession of any such portion of, interest in or access to the Leased Premises, or any easements, rights or appurtenances thereto. In no event will a taking or condemnation of all or any portion of the Leased Premises constitute a default by Landlord under this Ground Lease, including, without limitation, Landlord's covenant of quiet enjoyment. Tenant shall not be entitled to any awards or payments made in the condemnation proceedings as compensation for the loss of its leasehold interests in the Leased Premises. Tenant shall only be entitled to any and all awards or payments made in the condemnation proceedings with respect to any damage to tenant's owned property located on the Leased Premises together with all additions, alterations and improvements thereto, and Tenant's trade fixtures and equipment.

**12. Assignment and Subletting.** Tenant may not assign this Ground Lease or sublet (other than subletting to individual students enrolled, intending to enroll in the next enrollment period, or planning to continue a course of study beginning as of the next enrollment period at the University of Idaho and which are active members of the Idaho Farmhouse Club Fraternity) the whole or any part of the Leased Premises or any improvements thereon without the prior written approval of Landlord, which approval Landlord may grant or withhold in Landlord's sole and absolute discretion. If Tenant assigns this Ground Lease, Tenant shall remain primarily liable to Landlord for the full performance of Tenant's obligations. Immediately upon any assignment or subletting of any portion of the Leased Premises, Tenant shall provide Landlord with a complete and accurate copy of the assignment or sublease document. No approval of any

assignment or subletting by Landlord shall waive Landlord's right to approve any subsequent assignment or subletting. Should Tenant sublet the Leased Premises for an annual rent in excess of the Annual Rent (other than subletting to individual University of Idaho students as permitted herein), Tenant shall pay the excess annual rent amount to Landlord when received.

**13. Compliance With All Laws and Landlord Rules.** During the term of this Ground Lease, Tenant's obligations and performance under this Ground Lease shall be consistent with all Landlord regulations and policies and comply with all applicable codes, laws, orders, statutes and regulations of any federal, state, county and municipal authorities that have jurisdiction over the Leased Premises.

**14. Default.**

**14.1 Default Defined.** A party shall be deemed to be in default of this Ground Lease only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Ground Lease unless such party, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such party is using good faith and its best efforts to rectify the particulars specified in the notice of default and is diligently pursuing the remedy.

**14.2 Landlord's Remedies.** In the event of a default by Tenant, Landlord may (i) terminate this Ground Lease and re-enter the Leased Premises, (ii) perform or cure any obligation or duty of Tenant under this Ground Lease and any expense incurred by Landlord shall be due and payable by Tenant within fifteen (15) days after receipt of an invoice for the

expenses, or (iii) re-enter the Leased Premises and any improvements thereon without terminating this Ground Lease and sublet the whole or any part thereof for the account of Tenant upon terms and conditions as Landlord, in Landlord's sole and absolute discretion, deems desirable. In the event of sub-item (iii), (a) Landlord shall have the right to collect any rent which may thereafter become due and payable under such sublease and to apply the same first, to the payment of any expenses incurred by Landlord in dispossessing Tenant and in subletting the Leased Premises, and second, to the payment of the Annual Rent herein reserved and to the fulfillment of Tenant's other covenants hereunder, and (b) Tenant shall be liable for amounts equal to the several installments of Annual Rent as they would under the terms of this Ground Lease become due, less any amounts actually received by Landlord and applied on account of rent as aforesaid.

**14.3 Non-Waiver.** The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein.

**14.4 Remedies Cumulative.** In addition to the remedies set forth in this Ground Lease, Landlord and Tenant shall have all other remedies provided by law or statute to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

**15. Notices.**

**15.1 Addresses.** All notices given pursuant to this Ground Lease shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below. All notices to Landlord or Tenant shall be sent to the person and address set forth below:

Landlord: Vice President for Finance and Administration  
University of Idaho  
Moscow ID 83844-3145

Tenant: Idaho Farmhouse Club, Inc  
c/o Wayne Wohler  
PO Box 1762, Longmont CO 80502-1762

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Ground Lease shall be deemed given upon receipt.

**15.2 Receipt.** For the purpose of this Ground Lease, the term “**receipt**” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 15.1 as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to Section 15.1, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of nondelivery by the sending party.



**15.3 Additional Notices.** Landlord and Tenant agree that a copy of all notices given hereunder shall also be given to such other persons and addresses as Landlord or Tenant reasonably may designate in writing to the other party.

**16. End of Term.**

**16.1 Holdover.** If the Tenant shall hold over following the expiration of the term of this Ground Lease, such holding over shall be on a month-to-month tenancy under the terms of this Ground Lease.

**16.2 Surrender.** Tenant agrees that upon termination of this Ground Lease, Tenant shall surrender Leased Premises to Landlord as provided by this Section. Prior to the end of the term Tenant may (i) remove the improvements on the Leased Premises, cap all utilities exclusively serving Tenant's property, grade the Leased Premises in such a manner that drainage from the Leased Premises does not adversely affect the surrounding properties or create hazards at the site, and cover that portion of Leased Premises that is without lawn or adequate landscaping with sod of an equivalent type used by Landlord elsewhere on Landlord's nearby property. This option to undertake such removal shall only be available to Tenant in the event Tenant is not in default and when such action is preceded by written notice to Landlord provided on or before February 1 of the year in which Tenant seeks to surrender Leased Premises. All removal or demolition work described above in this section shall be initiated after June 1 and be completed prior to August 15 of the year in which notice of such surrender is given by Tenant, but in no event after expiration of the term of this Ground Lease, unless another schedule is approved in writing by Landlord. Or (ii), if Tenant chooses not to proceed with demolition or removal of improvements as provided above, Tenant shall surrender the Leased Premises, including any and all improvements thereon, to

Landlord in good condition, reasonable wear and tear excepted, and broom clean. Tenant shall, prior to the date of termination of the Lease, remove from the Leased Premises Tenant's personal property not affixed to the Leased Premises from the Leased Premises and shall repair any damage to the improvements on the Leased Premises caused by such removal. Tenant's failure to remove any of Tenant's personal property shall be deemed an abandonment thereof, whereby title shall become vested in Landlord without further action taken or notice provided. Except as provided by this Section 16.2, Tenant shall not remove from the Leased Premises any improvements, fixtures or equipment affixed to the Leased Premises, unless removal is requested by Landlord in writing prior to the date of termination. Upon termination of this Ground Lease, Landlord may file the Quit Claim Deed attached hereto as Exhibit A and made a part hereof. Tenant agrees to execute and deliver the Quit Claim Deed to Landlord simultaneously with execution of this Ground Lease.

**16.3 Survival.** The obligations of Landlord and Tenant as set forth in this Section 16 (End of Term) and in Section 10 (Indemnification and Insurance) shall survive termination of this Ground Lease.

**17. Estoppel Certificates.**

**17.1 Certificates.** Each party agrees, upon receipt of written request from the other party and provided the requested party do so truthfully, to certify in writing to a prospective assignee, sublessee, purchaser or Lienholder of the requesting party (i) that this Ground Lease is in full force and effect, (ii) that this Ground Lease has not been amended (or, if it has, identifying all such amendments), (iii) that this Ground Lease has not been assigned by the requested party (or, if it has, identifying all such assignments), (iv) that, to the requested party's knowledge, the requesting party is not in default of any of the terms, covenants,

conditions or agreements contained in this Ground Lease (or, if the requesting party is in default, specifying the nature of such default), and (v) such additional facts within the requested party's knowledge as may be reasonably required by the requesting party.

**17.2 Waiver.** Any certificate issued pursuant to Section 17.1 (Certificates) shall act as a waiver of any claim by the party furnishing it against any such prospective purchaser or Lienholder (but not against the requesting party) to the extent such claim is based upon facts contrary to those contained in the certificate and to the extent such claim is asserted against a bona fide purchaser or encumbrancer for value without knowledge of facts to the contrary of those contained in the certificate and who has acted in reasonable reliance upon such certificate.

**18. Attorneys' Fees.** In the event either party to this Ground Lease initiates or defends any legal action or proceeding with the other party in any way connected with this Ground Lease, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such legal action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). In the event either party to this Ground Lease initiates or defends any legal action or proceeding with a third party because of the violation of any term, covenant, condition or agreement contained in this Ground Lease by the other party to this Ground Lease, then the party so litigating shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) incurred in connection with such litigation from the other party to this Ground Lease. All such costs and attorneys' fees shall be deemed to have accrued on commencement of any

such legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

**19. Recordation of Ground Lease.** A memorandum of this Ground Lease acceptable to Landlord and Tenant may be recorded in Latah County, Idaho by Tenant and at Tenant's sole cost. If a memorandum of this Ground Lease is requested by Tenant, Tenant shall execute, acknowledge and deliver to Landlord a Termination of Ground Lease in a form acceptable to Landlord which Landlord may record upon termination of this Ground Lease. A copy of the recorded document or the original document with recording information shall be returned to Landlord at the address given in Section 15 (Notices), but to the attention of the "Real Estate Officer". A memorandum of any subsequent amendment to this Ground Lease (as provided by Section 23.11 of this Ground Lease) acceptable to Landlord and Tenant may also be recorded by Tenant in accordance with the provisions in this Section 19.

**20. Mortgage.**

**20.1 Permitted Encumbrances.** Tenant or any assignee or subtenant of Tenant may place a mortgage or deed of trust on any improvements constructed on the Leased Premises and on Tenant's interest in the Leased Premises. Such mortgage or deed of trust shall not encumber Landlord's fee title to the Leased Premises.

**20.2 Notices to Lienholder.** In the event Tenant is in default under this Ground Lease as defined in Article 14 (Default), Landlord agrees to give written notice of such default to the Lienholder under any such mortgage or deed of trust, provided the name and address of such Lienholder has been furnished to Landlord by Tenant. Landlord shall not terminate this Ground Lease, re-enter the Leased Premises, or exercise any other remedy available at law which would dispossess Tenant of the Leased Premises, provided said Lienholder has cured

said default within the time allowed Tenant for same hereunder or within thirty (30) days (ten [10] days in the event of a failure to pay money) after receipt of said notice of default by said Lienholder, whichever is greater.

**20.3 Attornment.** Landlord further agrees that, should said Lienholder or its designee acquire Tenant's interest in the improvements constructed on the Leased Premises through a foreclosure of such mortgage or deed of trust or any transfer in lieu thereof, said Lienholder or its designee shall have the right to attorn to Landlord, provided said Lienholder or its designee cures all defaults of Tenant under this Ground Lease existing at the time of such attornment, which are within the power of said Lienholder or its designee to cure, and Landlord will accept such attornment, and said Lienholder or its designee and Landlord shall have the same rights and obligations toward one another which they would have had had this Ground Lease been entered into with Landlord, as Landlord, and said Lienholder or its designee, as Tenant. Landlord agrees to execute any documents reasonably requested by said Lienholder and acceptable to Landlord, in Landlord's sole discretion, in connection with Landlord's obligations under this Article 20.

**20.4 Subordination.** This Ground Lease, at Landlord's option, shall at all times be subject and subordinate to all and any mortgage, deed of trust or other financing placed on Landlord's fee title interest in the Leased Premises and all extensions, modifications, consolidations, renewals and replacements thereof. Tenant agrees that upon written request by Landlord, Tenant will execute, acknowledge and deliver any and all instruments requested by Landlord which are necessary or proper to effect the subordination of this Ground Lease to any mortgage, deed of trust or financing placed by Landlord on the Leased Premises. Should fee title to the Leased Premises be acquired by any Lienholder in connection with any

proceeding under the terms of any such mortgage, deed of trust or financing arrangement, this Ground Lease shall continue in full force and effect, and Tenant hereby agrees to attorn to such Lienholder. Any prospective Lienholder requesting subordination by Tenant shall enter into a nondisturbance agreement assuring Tenant that so long as Tenant is in compliance with the terms and conditions of this Ground Lease, Tenant's right to continue in possession of the Leased Premises shall not be interfered with.

**21. Landlord's Right of Entry.** After obtaining Tenant's consent, which shall not be unreasonably withheld or delayed, Landlord and Landlord's agents may enter the Leased Premises and any improvements thereon to (i) inspect the general condition and state of repair of the Leased Premises and any improvements thereon, (ii) show the Leased Premises and any improvements thereon to such persons as Landlord deems reasonably necessary, or (iii) for any other purpose Landlord deems reasonably necessary. In the event of an emergency arising within the Leased Premises or any improvements thereon which endangers property or persons, the consent requirement is waived by Tenant.

**22. Conveyance by Landlord.** Landlord may sell, assign or otherwise transfer the Leased Premises without the consent of Tenant. Landlord and Tenant agree that the sale of the property to a buyer not in an equivalent tax status with the University, would materially affect the parties' rights under the Ground Lease and each party hereby agrees that prior to any sale to such an entity, Landlord and Tenant will, in good faith, renegotiate paragraph 8, Taxes, and paragraph 3, Rent, prior to such sale. If Landlord should sell or transfer Landlord's interest in the Leased Premises, then effective with the date of the sale or transfer, Landlord's successor in interest shall be fully responsible for all of the terms and conditions expressed in this Ground Lease. If the successor in interest agrees in writing to be bound by all of the terms and

conditions in this Ground Lease, then the Board of Regents of the University of Idaho shall be released and discharged from any and all further obligations and responsibilities under this Ground Lease (except those already accrued).

**23. General Provisions.**

**23.1 Successors and Assigns.** All of the provisions contained in this Ground Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

**23.2 Partial Invalidity.** If any term, covenant, condition or agreement of this Ground Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Ground Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Ground Lease shall be valid and shall be enforced to the extent permitted by law.

**23.3 Headings.** The captions and headings in this Ground Lease are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

**23.4 Entire Agreement.** This Ground Lease contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Ground Lease shall be construed as a whole and not strictly for or against any party.

**23.5 Gender.** In construing the provisions of this Ground Lease and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

**23.6 Authority.** Each individual executing this Ground Lease on behalf of either party represents and warrants that he or she is duly authorized to execute and deliver this Ground Lease on behalf of said party, in accordance with all agreements of such party and that this Ground Lease is binding upon said party in accordance with the terms hereof.

**23.7 Venue.** This Ground Lease shall be governed by the laws of the State of Idaho. All legal proceedings under this Ground Lease shall be instituted in the courts of the County of Latah, State of Idaho, and each party agrees to submit to the jurisdiction of such courts.

**23.8 Joint and Several Liability.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

**23.9 Relationship.** The provisions of this Ground Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

**23.10 Third Party Beneficiary.** This Ground Lease is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

**23.11 Amendment.** No amendment, modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect, or value unless in writing and signed by Landlord and Tenant.



EXECUTED as of the date first above written.

**LANDLORD:**

**The Regents of the University of Idaho,  
a state educational institution and body  
politic and corporate organized and  
existing under the constitution and laws of  
the state of Idaho**

**TENANT:**

**Idaho Farmhouse Club, Inc., an Idaho non-  
profit corporation**

By: \_\_\_\_\_  
Lloyd E. Mues  
Vice President,  
Finance and Administration

By: \_\_\_\_\_  
President

**ATTEST:**

By: \_\_\_\_\_  
Secretary

**List of Exhibits & Schedules:**

Exhibit A – Quit Claim Deed  
Schedule I – Description of Leased Premises

## EXHIBIT A

QUITCLAIM DEED FOR IMPROVEMENTS  
[EXCLUDING REAL PROPERTY]

THIS QUITCLAIM DEED FOR IMPROVEMENTS is made by THE IDAHO FARMHOUSE CLUB, INC., an Idaho non-profit corporation herein referred to as “**Grantor**,” to and for the benefit of THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a body politic and corporate organized and existing under the laws and Constitution of the State of Idaho, whose address is Moscow, Idaho 83844-3168, herein referred to as “**Grantee**”:

Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, and QUITCLAIM, unto Grantee and its successors and assigns forever, all of Grantor’s right title, and interest in and to the real and personal property improvements located on that certain real property described as follows:

A tract of land being portions of Lots 1 and 2, Block 1, of Deakin’s Fourth Addition to the City of Moscow, within the northeast quarter of section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho described as follows:

**Commencing** at the center quarter corner of section 18, from which the south quarter corner of said section bears South 00°04’37” East, 2624.48 feet; Thence North 58°56’37” East, 848.5 feet to the **Point of Beginning**; Thence North 00°04’37” West, 182.3 feet to a point in the southerly curb along Nez Perce Drive; Thence along said curb and the easterly extension thereof, North 89°45’03” East, 166.0 feet, more or less to the west line of Blake Street; Thence along said west line, South 00°04’37” East, 182.3 feet; Thence leaving said west line, South 89°45’03” West, 166.0 feet to the **Point of Beginning**. Containing 0.69 acres, more or less.

THIS CONVEYANCE DOES NOT INCLUDE THE LAND DESCRIBED ABOVE,  
ONLY THE REAL AND PERSONAL PROPERTY IMPROVEMENTS LOCATED UPON  
SUCH PROPERTY.

Together with all estate, right, title, interest, property, possession, claim and demand  
whatsoever, as well as in law as in equity of the Grantor in or to the said improvements, and all  
and singular the tenements, hereditaments, and appurtenances thereunto belonging.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first  
above written.

GRANTOR: The Idaho Farmhouse Club, Inc., an Idaho non-profit corporation

By: \_\_\_\_\_  
Wayne Wohler, President

STATE OF IDAHO )  
 ) ss.  
County of Latah )

On this \_\_\_\_\_ day of May, 2009, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared Wayne Wohler, known or identified to me to be the President of The Idaho Farmhouse Club, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Schedule I**

A tract of land being portions of Lots 1 and 2, Block 1, of Deakin's Fourth Addition to the City of Moscow, within the northeast quarter of section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho described as follows:

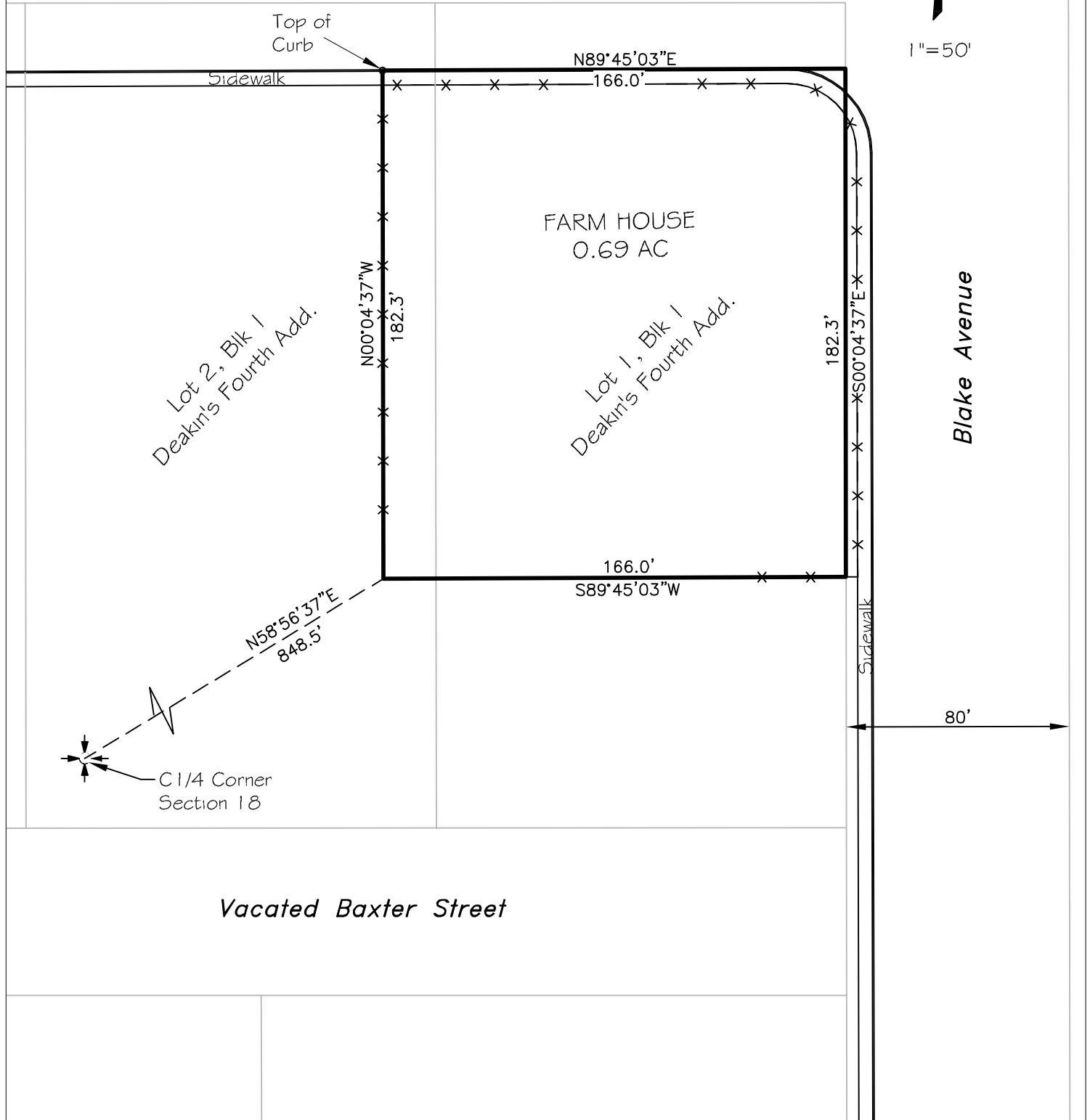
**Commencing** at the center quarter corner of section 18, from which the south quarter corner of said section bears South 00°04'37" East, 2624.48 feet; Thence North 58°56'37" East, 848.5 feet to the **Point of Beginning**; Thence North 00°04'37" West, 182.3 feet to a point in the southerly curb along Nez Perce Drive; Thence along said curb and the easterly extension thereof, North 89°45'03" East, 166.0 feet, more or less to the west line of Blake Street; Thence along said west line, South 00°04'37" East, 182.3 feet; Thence leaving said west line, South 89°45'03" West, 166.0 feet to the **Point of Beginning**. Containing 0.69 acres, more or less.

Lease Exhibit Map  
for the University of Idaho  
within the NE 1/4 of S18  
T39N, R5W, B.M.  
Latah County, Idaho

*Nez Perce Drive*



1"=50'



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Modify a previous Board approved exchange transaction by 1) removing one parcel from the proposed exchange, and 2) adding ground lease of nearby University (UI) of Idaho property.

**REFERENCE**

October, 2004  
April, 2010

Approved 2005 University/Railroad land exchange  
Approved second University/Railroad exchange

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.2.a, V.I.2.g, V.I.5.b(1), V.I.5.b(2), and V.I.5.b(3).

**BACKGROUND/DISCUSSION**

In April 2010 the Board approved the University of Idaho's proposal to acquire from the Palouse River and Coulee City Railroad (Railroad) recently abandoned railroad segments adjoining University property to the north and east of campus as well as an additional parcel east of campus in exchange for the University's North Campus Center. The transaction is an exchange between the Railroad and the University; however it has always been contingent on the Railroad finding a buyer for the North Campus Center for a sale simultaneously with the exchange closing. In addition, the University has negotiated with the City of Moscow to convey an access easement over a portion of the property the University will acquire from the Railroad.

The Railroad now has its buyer. The buyer's offer for the North Campus Center is \$930,820 – 40.47% of the initial appraisal for the center. The terms of the exchange agreement with the Railroad will adjust the value of the exchange parcels received by the University to this same percentage of original appraisal. The specific figures are set out below.

Based on the University's analysis of the current market and the overall benefit of acquiring the right of way parcels, the amount of the buyer's offer is acceptable to the University.

There are two modifications necessary for a closing with the current buyer.

1. We have now determined that the additional parcel east of campus cannot be secured; however, the Railroad agrees to make up the difference in cash. The modified exchange if approved will result in the acquisition of 5.3 acres (instead of the 6.5 acres originally proposed) in exchange for the University's 1.68 acre North Campus Center.

2. The current buyer for the Railroad seeks a ground lease from the University as a contingency to the purchase of the North Campus Center. The lease parcel is a 0.58 acre parcel adjoining the purchased parcel which makes the whole unit more readily developable as a hotel/conferencing center.

The proposed site lease (Attachment 2) will provide additional property for a privately developed hotel/conferencing facility. The lease rate proposed is \$18,800 per year to the University (the property currently generates about \$4,000 in annual parking permit revenue) and the rent will escalate at a rate of 12.5% every five years over the term of the lease. The property proposed for lease also includes an older building currently used for some University parking service offices and that activity can be re-located to other existing UI office space. The proposed annual income stream from the site lease would be unrestricted revenue and may be applied to development of additional parking or other needs as determined by University administration. The property and any improvements constructed by the tenant will revert to the University at the end of the term and the property may resume its use as University parking or be used in other ways needed at that time.

The University has executed a revised Purchase, Sale, and Exchange Agreement (see Attachment 1). Closing of any exchange transaction under this agreement is contingent upon Regent's approval.

As discussed with the Board in earlier meetings, failure to acquire the abandoned railroad property will eliminate an opportunity to secure ownership of a substantial piece of undeveloped property between the University and downtown Moscow. The inevitable fragmented development will result in the property's conversion to uses that will likely compromise future campus land use and development initiatives. In addition, the exchange permits the disposal of a facility that is obsolete for most University uses and costly to maintain or retro-fit for those uses.

## **IMPACT**

Since there are no budgeted funds available for UI to make the acquisition with cash, the railroad has agreed to accept UI property in exchange for the railroad property desired by UI. The Exchange Agreement provides a mechanism to adjust appraised values for the exchange parcels based on the actual third party sales contract for the North Campus Center and establishes the cash balance payment to the University that is adjusted accordingly as well.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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Closing the exchange based on the current purchaser's offer to the Railroad will result in the following:

- North Campus Center conveyed to Railroad at a value equal to the proposed purchase price (this is 40.47% of the original appraised value of \$2.3 million) \$930,820
- Railroad Exchange parcel (without the lot) conveyed to the University with the value adjusted to 40.47% of original appraisal - \$1,496,000 \$605,542
- Cash Difference to UI \$325,278

In addition, as approved before, the City of Moscow will pay UI \$150,000 for an access and utility easement proposed for a portion of the acquired railroad property within the City's Legacy Crossing urban renewal district.

Finally, the University will initially receive \$18,800 in annual lease payments for the 0.58 acre parking lot that currently generates about \$4,000 in annual permit revenue. The lease amount will escalate at a rate of 12.5% every five years over the term of the lease.

**ATTACHMENTS**

Attachment 1—Replacement Exchange Agreement  
Attachment 2—Draft Site Lease

Page 5  
Page 19

**STAFF COMMENTS AND RECOMMENDATIONS**

This is a revised real property exchange agreement brought by the University of Idaho for Board approval. The salient points of the proposed transaction are described above.

One modification to the agreement since Board approval last year is a proposed five year ground lease of slightly more than one-half acre of University property. A small building housing the campus police substation is currently sited on the property. A ground lease of the property is sought to make the adjoining North Campus Center property more commercially viable. The lease stipulates that at the end of the lease term the property, and any improvements constructed thereon, revert to the University. The Board may want to inquire whether the University is aware if the buyer intends to raze the existing building on the property, what tenant improvements are contemplated, and whether tenant improvements, if any, will benefit the University upon termination of the lease.

Staff finds that based on representations made by the institution, this real property exchange and conveyance of easement is in the best interest of the University. Completing this exchange would enable the University to acquire strategic bordering property and divest a facility which no longer meets institutional needs, without any cash outlay. Staff recommends approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**BOARD ACTION**

I move to approve closing the modified exchange with Palouse River and Coulee City Railroad under the terms of the Replacement Exchange Agreement presented to the Board, and to authorize the University of Idaho to enter into the site lease in substantial conformance to the form submitted to the Board in Attachment 2, and to authorize the University's Vice President for Finance and Administration to execute the necessary documents for the closing and site lease.

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

## PURCHASE, SALE AND EXCHANGE AGREEMENT

THIS PURCHASE, SALE AND EXCHANGE AGREEMENT ("**Agreement**") is entered into on January 7, 2011, by and between **Palouse River and Coulee City Railroad, Inc.**, a Washington corporation ("**Palouse**"), and the **Board of Regents of the University of Idaho**, a state educational institution and body politic, organized and existing under the Constitution and laws of the state of Idaho ("**Regents**"). It is agreed by the parties that this Agreement terminates and replaces in its entirety the prior "Purchase, Sale, and Exchange Agreement" between these same parties dated January 27, 2010.

### 1. PROPERTY TO BE PURCHASED BY REGENTS.

Palouse shall sell and Regents shall purchase that certain real property located in the City of Moscow, County of Latah, State of Idaho, consisting of two parcels of land comprising approximately 5.3 acres, as more particularly shown on **Exhibit "A"** attached hereto and made a part hereof, together with all easements, rights and appurtenances thereto ("**Palouse Property**"), all in accordance with the terms and conditions hereinafter set forth. The legal description of the Palouse Property shall be determined by the survey to be obtained pursuant to Section 8(c) and upon such determination shall automatically be made a part hereof.

### 2. PROPERTY TO BE PURCHASED BY PALOUSE.

Regents shall convey or cause to be conveyed and Palouse shall purchase that certain real property located in the City of Moscow, County of Latah, State of Idaho, consisting of one parcel of land with improvements comprising approximately 1.68 acres, as shown on **Exhibit "A"**, together with all easements, rights and appurtenances thereto ("**Regents Property**"), all in accordance with the terms and conditions hereinafter set forth. Personal property within Regents Property is not included as part of Regents Property.

### 3. EXISTING EASEMENTS AND LICENSE TO BE TERMINATED.

Parties to this Agreement hereby agree and acknowledge that the prior easement agreement between these same parties dated December 20, 2004, and recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 495409 on April 27, 2005, and its replacement easement recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 531331 on July 27, 2009, will be terminated upon execution of conveyance of property as prescribed by this Agreement. Parties to this Agreement further agree and acknowledge that the prior license agreement between these same parties dated December 20, 2004, and recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 495411 on April 27, 2005, will be terminated upon execution of conveyance of property as prescribed by this Agreement.

Parties to this Agreement hereby agree and acknowledge that the prior easement agreement, between these same parties dated December 20, 2004, and recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 495410 on April 27, 2005, will be terminated upon execution of conveyance of property as prescribed by this Agreement.



#### 4. LICENSE FOR ENTRY.

Each party hereto grants to the other a license to enter upon the properties subject to this Agreement for all purposes reasonably related to a full and adequate determination of the suitability of the property, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits.

#### 5. PURCHASE PRICE AND PURCHASE PRICE ADJUSTMENT.

The purchase price for the Palouse Property is the sum of One Million Four Hundred Ninety-six Thousand Dollars (\$1,496,000). The Purchase Price of the Regents Property is Two Million Three Hundred Thousand Dollars (\$2,300,000). Regents shall pay the purchase price for the Palouse Property by conveying or causing to be conveyed the Regents Property to Palouse. Palouse shall pay the purchase price for the Regents Property by conveying the Palouse Property to Regents. The balance of the purchase price, in the amount of Eight Hundred Four Thousand Dollars (\$804,000), which is the "**Cash Balance Payment**", for purchase of the Regents Property shall be paid in cash by Palouse to Regents at closing.

The purchase price values given above shall be adjusted in accordance with the actual sales price established for the Regents Property by a binding sales contract between Palouse and a third party (as provided in the condition described in Section 8(d) of this Agreement). Such binding sales contract between Palouse and a third party shall be referred to herein as the "**Precedent Sales Contract**". In the event Palouse enters into the Precedent Sales Contract, the purchase prices stated above shall be modified by calculating the percentage difference between the agreed price of the Precedent Sales Contract and the \$2,300,000 reported above. For example, if the Precedent Sales Contract establishes an agreed upon price of \$2,070,000 then the purchase prices and Cash Balance Payment amounts reported above shall be adjusted to 90% of the amount reported above (\$2,070,000 is 90% of \$2,300,000). In the event the Precedent Sales Contract includes the "Palouse Adjoining Parcel" (the parcel adjoining Regents Property as shown on Exhibit A), the total reported sales price for the combined parcels shall be allocated between the Regents Parcel and the Palouse Adjoining Parcel such that the Regents Parcel is assigned 84.62% of the total sales price to permit the adjustment as provided above.

#### 6. MUTUAL CONDITIONS.

Notwithstanding anything to the contrary in this Agreement, neither party shall be obligated to purchase the respective properties unless at or prior to closing each of the following conditions has been met or both parties have waived said conditions in writing. Each party agrees to reasonably cooperate with the other to execute any documents, which may be necessary or convenient to the performance of these conditions:

(a) Palouse and Regents have entered into, and Palouse and Regents agree to enter into those documents (if any) deemed necessary to terminate the easements and license described in Section 4 of this Agreement. An executed termination document related to that Easement dated December 20, 2004, and recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 495410 on April 27, 2005, (the form of which termination document is attached hereto as **Exhibit "B"**) shall be deposited by Palouse into the escrow referred to in Section 10 with instructions that the same be recorded immediately after the



recording of the quitclaim deeds conveying the Palouse Property to the Regents and the Regents Property to Palouse.

(b) Palouse and Regents have entered into, and Palouse and Regents agree to enter into those quitclaim deeds necessary to convey Palouse Property to Regents and Regents Property to Palouse as described in Sections 1 and 2 of this Agreement ("**Exchange Quitclaim Deeds**") and then deposit said Exchange Quitclaim Deeds into the escrow referred to in Section 9 with instructions that same be recorded at closing.

(c) In the event either party, at any time prior to waiver or satisfaction of such conditions, deems any of the conditions set forth in this Section 6, or, in the case of Palouse, Section 7, or, in the case of Regents, Section 8, unsatisfied, such party may terminate this Agreement upon fifteen (15) days' prior written notice to the other and this Agreement shall terminate. Notwithstanding any of the foregoing, neither party shall have the right to terminate this Agreement if such party is in default under this Agreement. In the event of any such termination of this Agreement, both parties shall be released from any further obligations hereunder except for liabilities, actual or contingent, which arose prior to the date of termination.

## 7. PALOUSE CONDITIONS.

Notwithstanding anything to the contrary in this Agreement, Palouse shall not be obligated to purchase the Regents Property unless at or prior to closing each of the following conditions has been met or Palouse has waived said conditions in writing. Regents agrees to reasonably cooperate with Palouse to execute any documents which may be necessary or convenient to the performance of these conditions:

(a) Palouse has entered into such agreements and received the necessary approvals, specifically including any applicable approvals from the U.S. Surface Transportation Board, to permit Palouse to abandon the railroad on the Palouse Property.

(b) Palouse has executed the Precedent Sales Contract with a third party to purchase Regents Property. Although the Precedent Sales Contract to purchase Regents Property shall be contingent upon the closing of transactions prescribed by this Agreement, Regents shall not be a party to the Precedent Sales Contract. The agreed upon sales price for the Precedent Sales Contract (if any) shall be disclosed in writing by Palouse to Regents and consented to in writing by Regents to permit the purchase price adjustment described in Section 5 of this Agreement. If Palouse, in its sole discretion, waives in writing this condition of sale to a third party, and decides to retain Regents Parcel as the outcome of the exchange, there shall be no purchase price adjustment as provided in Section 5 of this Agreement.

(c) Title to the Regents Property shall be good and marketable and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except easements of record at the date of closing, and except the lien of real property taxes not yet due and payable and those exceptions approved in writing by Palouse ("**Palouse Permitted Exceptions**").

(d) Escrow Holder shall be prepared to obtain from Latah County Title Company, a standard coverage ALTA Owner's Policy of Title Insurance (including any endorsements



reasonably required by Palouse) in the amount of \$2,300,000 (or such adjusted amount as described in Section 5 of this Agreement), insuring that marketable fee simple title to the Regents Property is vested in Palouse, subject only to the Palouse Permitted Exceptions.

(e) Palouse has obtained or been provided with such surveys, soils tests, engineering studies, and environmental tests and audits, which shall show the Regents Property to be suitable to Palouse, in Palouse's sole opinion. All surveys, tests, studies, or audits required by Palouse shall be paid for by Palouse at Palouse's sole cost and expense.

(f) Palouse will remove within twelve months from the date of closing the railroad tracks, ties, associated equipment and any other personal property not attached to the Palouse Property from all portions of the Palouse Property. Palouse shall indemnify, defend, and save Regents, its successors assigns, and agents harmless from any and all claims liabilities, losses, costs, charges, or expenses (including without limitation reasonable attorneys' fees) which Regents may incur as a result of Palouse' personal property remaining after closing, except to the extent caused by the negligence, willful misconduct or breach of contract by Regents or their agent, officer, employee, contractor or director. Notwithstanding Regents' or Palouse's waiver of these conditions subsequent, the obligations and indemnification set forth in this paragraph shall survive closing and the termination of this agreement, and shall continue so long as Palouse's personal property remains on the subject real property.

(g) Palouse shall have approved the closing of this transaction and more particularly the Board of Directors of Palouse shall have specifically and finally approved the terms of this transaction in accordance with their policies and procedures.

## 8. REGENTS CONDITIONS.

Notwithstanding anything to the contrary in this Agreement, Regents shall not be obligated to purchase the Palouse Property unless at or prior to closing each of the following conditions has been met or Regents has waived said conditions in writing. Palouse agrees to reasonably cooperate with Regents to execute any documents, which may be necessary or convenient to the performance of these conditions:

(a) Title to the Palouse Property shall be good and marketable and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except those exceptions approved in writing by Regents ("**Regents Permitted Exceptions**").

(b) Escrow Holder shall be prepared to obtain from Latah County Title Company/First American Title Insurance Company, a standard coverage ALTA Owner's Policy of Title Insurance (including any endorsements reasonably required by Regents) in the amount of \$1,496,000 (or such adjusted amount as described in Section 5 of this Agreement), insuring that marketable fee simple title to the Palouse Property is vested in Regents, subject only to the Regents Permitted Exceptions.



(c) Regents has obtained or been provided with such surveys, soils tests, engineering studies, and environmental tests and audits, which shall show the Palouse Property to be suitable to Regents', in Regents' sole opinion. Without limiting the generality of the foregoing, Palouse, at Palouse's cost and expense, shall have provided Regents with a legal description and land survey for the Palouse Property. Upon acceptance of the legal descriptions by Regents, such legal descriptions shall become a part of this Agreement without further action by either party. All surveys, tests, studies, or audits (aside from the legal description and land survey mentioned above in this section) required by Regents shall be paid for by Regents at Regents' sole cost and expense.

(d) Regents has approved the closing of this transaction and more particularly the Board of Regents of the University of Idaho have specifically and finally approved the terms of this transaction in accordance with their policies and procedures.

(e) Regents has consented to Precedent Sales Contract and therefore permitted the purchase price adjustment as described in Section 5 of this Agreement.

#### **9. ESCROW HOLDER.**

Prior to closing, the parties shall open an escrow with Latah County Title ("**Escrow Holder**"). After all of the conditions of closing as set forth in Sections 6 and 7 have been met or waived, Palouse shall deposit into escrow duly executed and acknowledged quitclaim deeds conveying the Palouse Property to Regents, subject only to those exceptions specifically approved in writing as the Regents Permitted Exceptions, together with instructions to deliver and record the quitclaim deeds when (a) Escrow Holder is in a position to transfer the Regents Property to Palouse, subject only to the Palouse Permitted Exceptions, and (b) recordation of easement termination described in Section 6(a) of this Agreement. After all of the conditions of closing as set forth in Sections 6 and 8 have been met or waived, Regents shall deposit into escrow a duly executed and acknowledged quitclaim deed conveying the Regents Property to Palouse, subject only to the Palouse Permitted Exceptions together with instructions to deliver and record the quitclaim deed when Escrow Holder is in a position to transfer the Palouse Property to Regents, subject only to the Regents Permitted Exceptions.

#### **10. CLOSING.**

Closing shall be the date on which the Exchange Quitclaim Deeds are recorded which shall be as soon as practicable after all conditions set forth in Sections 7, 8 and 9 have been satisfied or waived. Possession passes to each respective party on closing. Closing shall not occur later than to May 1, 2011, unless approved by both parties in writing.

#### **11. SECTION 1445 AFFIDAVIT.**

At or prior to closing, Palouse shall deliver to Regents an affidavit in compliance with Section 1445 of the Internal Revenue Code providing Palouse's United States taxpayer identification number and business address and stating whether or not Palouse is a "foreign person" as defined in the Internal Revenue Code and regulations applicable thereto ("**Code**"). If Palouse fails to deliver such affidavit or is a "foreign person" as defined in the Code, Regents shall be entitled to withhold from the purchase price, and to pay to the Internal Revenue



Service, such amounts as are required to be withheld by the Code, and Palouse agrees to cooperate with Regents and to furnish Regents with such tax forms and information as are reasonably required to insure Regents' compliance with the Code.

## 12. COSTS.

Escrow fees, title insurance premiums for issuance of standard owner's policies of title insurance as required by Sections 7(d) and 8(b) and recording fees for all deeds and easement terminations for each parcel shall be paid by the party acquiring that specific property. Taxes, rentals and utilities shall be prorated as of the time of closing. Regents is a tax exempt entity and the Regents Property is not currently subject to property taxation. As such, property taxes shall not be prorated for the Regents Property and Palouse shall be responsible for all property taxes charged against the Regents Property after the date of closing.

## 13. COMMISSIONS.

Each party represents and warrants that it has not dealt with or contracted with any broker, agent or finder to act in their behalf in connection with this transaction except for Shelley L. Bennett, Palouse Commercial Real Estate ("**Broker**") who was retained by Palouse. Palouse agrees that it shall be solely responsible for all brokerage commissions and fees due to Broker and that said commissions and fees shall be paid by Palouse from the purchase price out of escrow.

## 14. REPRESENTATION CONFIRMATION.

Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with Regents and Palouse.

### Section 1:

- ☐ The brokerage working with Regents is acting as an AGENT for Regents.
- ☐ The brokerage working with Regents is acting as a LIMITED DUAL AGENT for Regents, without an ASSIGNED AGENT.
- ☐ The brokerage working with Regents is acting as a LIMITED DUAL AGENT for the Regents, and has an ASSIGNED AGENT acting solely on behalf of Regents.
- ☒ The brokerage working with Regents is acting as a NONAGENT for Regents.

### Section 2:

- ☒ The brokerage working with Palouse is acting as an AGENT for Palouse.
- ☐ The brokerage working with Palouse is acting as a LIMITED DUAL AGENT for Palouse, without an ASSIGNED AGENT.
- ☐ The brokerage working with Palouse is acting as a LIMITED DUAL AGENT for Palouse, and has an ASSIGNED AGENT acting solely on behalf of Palouse.



[ ] The brokerage working with Palouse is acting as a NONAGENT for Palouse.

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review.

EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

Listing Agency: Palouse Commercial Real Estate.  
Selling Agency: None  
Responsible Broker: Shelley L. Bennett

#### **15. PROPERTIES SOLD AS-IS.**

The provisions of this Section 15 shall survive closing. Each party is relying solely upon such party's inspections as to the condition of properties. Except as expressly set forth in this Agreement, neither party nor such party's employees or agents are making, have made and each party expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the properties or this transaction including, without limitation, the existence of hazardous waste, or the suitability of the property for any intended use. Each party must independently verify all information and reports regarding any aspect or feature of the property. Each party is purchasing its respective property in "As Is" condition with all faults including both latent and patent defects and each party releases the other from any and all liability relating to any aspect or condition of the properties, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise. As used herein "**hazardous waste**" shall mean any hazardous waste or pollutants, contaminants or hazardous waste as defined by the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCBs, petroleum and petroleum products and urea-formaldehyde.

#### **16. SUCCESSORS.**

This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

#### **17. ATTORNEYS' FEES.**

In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys' fees (including,



without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

## 18. DEFAULT.

(a) Neither party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations (or breached any of its representations or warranties) under this Agreement unless such party, prior to expiration of said thirty (30) day period (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default.

(b) In the event of a default, the nondefaulting party may:

(i) Terminate this Agreement upon written notice to the defaulting party, and recover from the defaulting party all damages incurred by the nondefaulting party;

(ii) Seek specific performance of this Agreement, and, in addition, recover all damages incurred by the nondefaulting party. The parties declare it to be their intent that this Agreement may be specifically enforced;

(iii) Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting party or recover said monies from the defaulting party; and

(iv) Pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting party.

## 19. NOTICES.

(a) All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

Palouse: Dan Smith  
Palouse River and Coulee City Railroad  
315 W Third St  
Pittsburg, KS 66762

Regents: Regents of the University of Idaho  
Vice President, Finance and Administration  
Box 443168  
Moscow, ID 83844-3168



The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) For the purpose of this Agreement, the term "**receipt**" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

## **20. CAPTIONS AND HEADINGS.**

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

## **21. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

## **22. CONSTRUCTION.**

In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. Furthermore, "**person**" shall include individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

## **23. TIME PERIOD COMPUTATION.**

All time periods in this Agreement shall be deemed to refer to calendar days unless the time period specifically references business days; provided that if the last date on which to perform any act or give any notice under this Agreement shall fall on a Saturday, Sunday or local, state or national holiday, such act or notice shall be deemed timely if performed or given on the next succeeding business day.

## **24. BINDING AGREEMENT.**

This Agreement shall not be binding or enforceable until both parties have fully executed this Agreement and have delivered to each other an original counterpart of this Agreement fully executed by the delivering party.



**25. 1031 EXCHANGE.**

Regents acknowledges that Palouse may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Code. Regents agrees to reasonably cooperate with Palouse to effect such an exchange; provided, however, that (i) Regents not be required to acquire or take title to any exchange property, (ii) Regents shall not be required to incur any expense (excluding attorneys' fees) or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange, (iii) no substitution of Palouse shall release Palouse from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by Palouse, its successors or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor, (iv) Palouse shall give Regents at least five (5) business days' prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted in the escrow, (v) Palouse shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "**Exchange Documents**") required by the exchange, at its sole cost and expense, and (vi) Palouse shall be responsible for making all determinations as to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and Regents shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of Regents' performance of the acts required hereby.

**26. NO THIRD PARTY BENEFICIARY RIGHTS.**

This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

EXECUTED as of the date first above written.

**PALOUSE:**

**Palouse River and Coulee City Railroad, Inc.**

By: 

Gary Lundy, Vice President

DAN SMITH

**REGENTS:**

**Regents of the University of Idaho**

By:  18 Jan 11

Lloyd E. Mues, Vice President Finance and Administration

**List of Exhibits**

Exhibit A – Diagram of Palouse and Regents Property

Exhibit B – Draft Easement Termination for Rail Line Easement



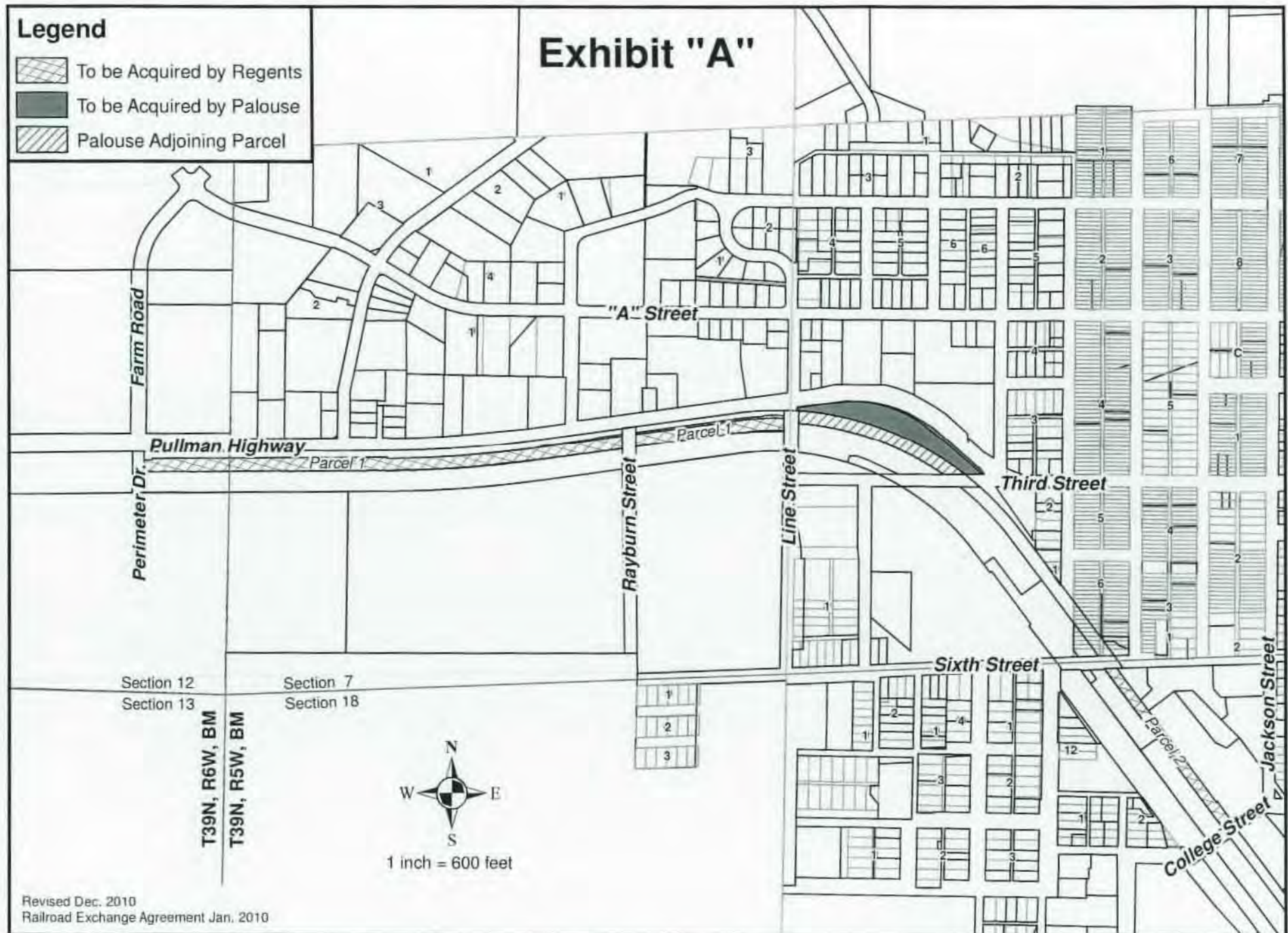




Exhibit B

**EASEMENT TERMINATION AND QUIT CLAIM**

THIS EASEMENT TERMINATION AND QUIT CLAIM made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between PALOUSE RIVER AND COULEE CITY RAILROAD, INC., a Washington corporation, herein referred to as "**Grantor**," and REGENTS OF THE UNIVERSITY OF IDAHO, a body politic and corporate and state educational institution organized and existing under the constitution and laws of the State of Idaho, herein referred to as "**Grantee**" witnesseth:

That Grantor, upon being granted an abandonment exemption by the Surface Transportation Board as ordered in STB Docket No. AB-570 (Sub-No. 3X), decided September 9, 2009, and for good and valuable consideration of one dollar, the receipt whereof is hereby acknowledged, and in accordance with the provisions of Section 12 (b) of that Rail Line Easement Agreement between the parties hereto and dated December 20, 2004 and recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 495410 on April 27, 2005 (as shown in the attached Exhibit A), does hereby terminate and REMISE, RELEASE, and QUIT CLAIM, unto Grantee and its successors and assigns forever, those rights, title, and interests in real property established by said Rail Line Easement as more particularly described in said Exhibit 'A'.

Together with all estate, right, title, interest, property, possession, claim and demand whatsoever, in law as well as in equity of the Grantor in or to the said property, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

**GRANTOR:****Palouse River and Coulee City Railroad, Inc.**

By: Exhibit Only  
~~Gary L. Lundy, Vice President~~

**GRANTEE:****Regents of the University of Idaho**

By: Exhibit Only  
~~Lloyd E. Mues, Vice President~~  
~~Finance and Administration~~

STATE OF \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Lundy, known to me to be the Vice President of the Palouse River and Coulee City Railroad, Inc, the entity that executed the instrument, and acknowledged to me that he executed the same for and on behalf of the Palouse River and Coulee City Railroad.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

STATE OF IDAHO \_\_\_\_\_ )  
 ) ss.  
 County of Latah \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd E. Mues, known to me to be the Vice President for Finance & Administration of the University of Idaho, the University that executed the instrument, and acknowledged to me that he executed the same for and on behalf of the Board of Regents of the University of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
 Notary Public for Idaho  
 Residing at \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_



**SITE LEASE**

THIS SITE LEASE is entered into as of the \_\_\_\_ day of April, 2011, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and body politic and corporate organized and existing pursuant to the Constitution and laws of the State of Idaho ("Landlord") and Idaho Hospitality Inc., an Idaho corporation ("Tenant"). This agreement is hereinafter referred to as the "Lease".

**RECITALS**

A. Landlord is the owner of certain real property described in Exhibit A and the improvements made to that real property ("Premises"). Landlord and Tenant each desire to enter into a ground lease for the Premises to commence with occupation of Premises by Tenant on July 1, 2014 under terms and conditions of this Lease; and

B. Premises are currently improved with one building and a paved parking lot that are owned by Landlord and are included in the Premises under this Lease. Prior to commencement of this Lease on July 1, 2014, Landlord will provide Tenant with ample opportunity to inspect and test the condition of the Premises. Therefore, when Tenant takes possession of Premises Tenant will accept the Premises in its "AS-IS" condition with all faults, if any, including both latent and patent defects. Landlord is not making, will not make, has not made and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises including, without limitation, the existence of hazardous waste or the suitability of Premises for Tenant's intended use. Tenant's use and occupation of the Premises under this Lease will be at Tenant's sole risk and in reliance solely upon Tenant's inspection or non-inspection, as the case may be, as to the condition of Premises; and

C. Tenant shall have the absolute right at any time on or before June 1, 2014, with or without any reason, to notify Landlord in writing of Tenant's election to terminate this Lease and, upon such notice being given to Landlord, this Lease shall thereupon be terminated and each party shall thereafter be relieved of and released from any further obligations arising to the other party under this Lease, which Lease shall thereafter have no further force and effect; and

D. This Lease is contingent upon Tenant's acquisition and ownership on or before December 31, 2011 of the real property described on Exhibit C attached hereto and incorporated herein, and also contingent upon Tenant's continued ownership of said real property during the Term of this Lease. In the event Tenant either fails to acquire and own the real property described in Exhibit C on or before December 31, 2011 or fails to continue to own the real property described in Exhibit C after December 31, 2011, either event shall constitute a default under this Lease and this Lease shall be subject to termination under Section 21 of this Lease.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals:** The parties acknowledge the foregoing Recitals are true and all terms and/or conditions set forth therein are incorporated into this Lease as if set forth in full herein.

2. **Premises:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions expressed herein, certain real property located in the City of Moscow in Latah County, Idaho, specifically described in Exhibit A attached hereto and incorporated herein. As used herein the term "Premises" refers solely to the real property and improvements thereon, including the existing building, and parking improvements, including, but not limited to, asphalt paving, striping, lights, curbing, and landscaping.

3. **Term and Option for Renewal:** Except as Tenant may elect to terminate this Lease as provided in Recital C above, except as early termination is provided in Section 20 of this Lease and except as an option for renewal is provided in this Section of this Lease, this Lease shall commence July 1, 2014 shall expire on June 30, 2054 (the "Initial Term"). Tenant's occupation of Premises, and rights and duties associated with such occupation under this Lease shall commence on July 1, 2014. Prior to July 1, 2014, Tenant shall not have any rights and obligations in regard to the Premises and Landlord shall remain in possession of and responsible for the Premises and shall have all rights and obligations in regard to Premises. If at any time between January 1, 2052, and June 30, 2054, Tenant is using the Premises for hotel, restaurant, conference, convention and/or hospitality-related purpose(s) ("Primary Purpose(s)") and/or is using the Premises for any purpose directly supporting any Primary Purpose(s) occurring on the real property described in Exhibit C ("Auxiliary Purpose(s)"), then Tenant shall have an exclusive option, hereby granted by Landlord (the "Renewal Option"), to extend the Term of this Lease from July 1, 2054 through June 30, 2094 (the "Renewal Term") by notifying Landlord in writing at any time between July 1, 2052 and June 30, 2054 of Tenant's election to exercise the Renewal Option (the "Renewal Notice"), and upon Renewal Notice being given to Landlord, this Lease, upon Landlord's approval not to be unreasonably withheld or delayed, shall be automatically extended for the Renewal Term. In the event Tenant is using the Premises as of June 30, 2054 and thereafter for Primary Purpose(s) and/or Auxiliary Purpose(s) but failed to give the Renewal Notice as provided above, Tenant shall retain the right to exercise the Renewal Option, and upon written demand by Landlord at any time after June 30, 2054, Tenant must notify Landlord in writing, within thirty (30) days of such written demand by Landlord, of Tenant's exercise of the Renewal Option and upon such Renewal Notice being given to Landlord this Lease shall be extended for the Renewal Term, otherwise the Lease shall immediately terminate upon the expiration of said thirty (30) days and be of no further force and effect. All terms and provisions of this Lease shall remain in full force and effect during the Renewal Term, if any. The "Original Term" and "Renewal Term" are sometimes individually and sometimes collectively herein referred to as the "Term" of this Lease. The period from July 1, through June 30 of the next year during the Term is referred to as a "Lease Year" under this Lease.

4. **Rent:** The Premises are leased to Tenant for the rent amounts ("Rent") for those respective segments of the Term as shown in Exhibit B "Rent Schedule" attached hereto and incorporated herein. Rent is payable on or before July 1 of each Lease Year of the Term commencing July 1, 2014. Rent shall be made payable to Bursar, University of Idaho, and mailed to the attention of "General Accounting, University of Idaho, Moscow ID 83844-3166." Rent for the Renewal Term is also shown on Exhibit B.

5. **Maintenance, Repair and Replacement:** Through June 30, 2014, Landlord shall maintain and repair Premises in the usual and customary manner in which it generally maintains and repairs and manages other buildings and paved parking facilities and shall provide the Premises to Tenant in the same condition as existed on the date this Lease is entered into, normal wear and tear excepted. On and after July 1, 2014, Tenant shall maintain, repair, replace, demolish, develop and/or construct the Premises and improvements thereon over the Term under the terms and provisions of this Lease.

6. **Surrender of Premises at Termination:** Tenant, may remove any and all building and parking improvements on the Premises prior to termination, but in that event Tenant shall surrender Premises to Landlord upon termination of this Lease either (i) in a condition suitable for the immediate use of no less than forty (40) paved parking spaces and accompanying striping, lighting, curbing and landscaping typical of other University of Idaho parking lots in this portion of campus ("improved parking spaces") or (ii) improved with between 0 and 39 improved parking spaces and/or other permitted improvements having an assessed value equal to or greater than the fair market cost to construct the difference between 40 improved parking spaces minus the number of improved parking spaces, if any, on the Premises in a condition suitable for immediate use upon termination of this Lease. All repair or replacement of improved parking spaces shall be completed at Tenant's sole cost and expense. Tenant shall not be entitled to compensation for any value attributed to the improvements surrendered under the terms of this Lease. In the event Tenant is not in compliance with either surrender option set forth above in this Section, Tenant shall pay to Landlord, upon thirty (30) days of invoice, an amount equal to the fair market value to construct the difference between 40 improved parking spaces and the number of improved parking spaces, if any, on the Premises in a condition suitable for immediate use upon termination of this Lease minus the assessed value of all other permitted improvements on the Premises upon termination of this Lease.

7. **Taxes:** Tenant shall pay all applicable taxes, license fees, permits, special assessments or other charges (if any) which may become due or which may be lawfully assessed against Premises, against Tenant, against the business conducted on Premises and against any and all improvements thereon during or for the period of the Term of this Lease even if such charges accrued during the time of Tenant's occupation are not due and payable until after termination of this Lease.

8. **Right to Assign:** Tenant shall not assign this Lease or sublet the Premises, or any part or portion thereof, without the prior written consent of the Landlord. Landlord shall not unduly withhold consent of assignment of this Lease or of any subletting when such assignment and/or subtenancy is exclusively for permitted uses set forth in Section 9 of this Lease. Notwithstanding any assignment and/or subletting, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease until the assignee and/or subtenant shall execute and deliver to Landlord an instrument by the terms and provisions of which such assignee and/or subtenant shall assume and agree to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Upon the execution and delivery of such instrument, Tenant shall be relieved and discharged of and from all obligations under this Lease accruing from and after the date of execution of the instrument

by any such assignee and/or subtenant. Unless otherwise assumed by the assignee and/or subtenant and such assumption is enforceable by Landlord, no assignment of this Lease shall release, waive or discharge Tenant from any liability or obligation arising from or accruing prior to the date any assignee and/or subtenant assumes and agrees to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Landlord's consent to one assignment and/or subletting shall not waive Tenant's obligation to obtain Landlord's consent or Landlord's right to object to any future assignment and/or subletting.

In the event of sale, transfer or assignment by Landlord of Landlord's interest in the property on which the Premises are located, Landlord shall cause such successor in interest to expressly assume in writing all of Landlord's duties and obligations pursuant to this Lease. Upon receipt of such assumption by the successor in interest, Landlord shall be released from any and all obligations or duties arising under this Lease.

9. **Permitted Uses and Improvements; Removal of Existing Building and Improvements:** Tenant shall use and occupy Premises for any Primary Purpose(s) and/or Auxiliary Purpose(s). Tenant may demolish and remove Landlord's existing building and improvements from the Premises and/or construct new buildings and/or improvements on the Premises at Tenant's sole expense if desired by Tenant to accommodate the uses permitted under this Section, provided, however, Tenant shall first provide written notice to Landlord of the date Tenant will commence any such demolition, removal and/or construction, and, upon approval by Landlord, which approval shall not be unreasonably withheld or delayed so long as Tenant's proposed use of any such building and/or improvement is consistent with a permitted use set forth in this Section 9. Tenant shall then provide a copy of a "Certificate of Completion" to Landlord for demolition work from the City of Moscow within 120 days of the noticed and approved commencement date for demolition of any building and/or improvement and provide a Certificate of Occupancy to Landlord for construction work from the City of Moscow within 540 days of the noticed and approved commencement date for construction of any building and/or improvement. Failure to obtain Landlord approval and/or to provide such notice and certificate as provided herein shall be deemed a default under this Lease and the complete or partial loss of value to Landlord resulting from any demolition of Landlord's existing building as well as any expenses assumed by Landlord to remedy any incomplete construction activity shall be considered as additional damages to any other damages which may result from Tenant's default under terms of this Lease.

10. **Utilities:** Tenant agrees to pay any utilities for the use of Premises commencing on July 1, 2014 and continuing for the Term of the Lease.

11. **Indemnification and Insurance:** During the Term of this Lease, Tenant is required to carry the types and limits of insurance as set forth in this Section. At its option, Landlord may request certified copies of required policies and endorsements, which shall be provided by Tenant within ten (10) business days of Landlord's request. All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Tenant shall furnish Landlord with a certificate of insurance executed by a duly authorized representative of each

insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Landlord may choose to maintain. All certificates shall provide for thirty (30) days' written notice to Landlord prior to cancellation or material change of any insurance referred to therein. All policies shall name State of Idaho and the Regents of the University of Idaho as an additional insured. Certificates shall be mailed to: P.O. Box 443162, Moscow, ID 83844-3162, Attn: Risk Management. All policies shall contain waiver of subrogation coverage or endorsements.

Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. Failure to maintain the required insurance and Tenant's failure to cure any such requirement within the time provided and under the terms set forth in Section 21 of this Lease may result in termination of this Lease at Landlord's option. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Lease. Tenant shall require any subtenants to comply with the insurance provisions of this Lease. In the event Tenant is not occupying space and is enforcing the subtenant's compliance with these insurance provisions, Tenant shall not be responsible, as a requirement of this Lease, to maintain the specific insurance required below.

Tenant shall obtain or require subtenants, as applicable to obtain insurance of the types and in the amounts described below.

A) Commercial General and Umbrella Liability Insurance. Tenant (or subtenant) shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises and shall not be less than **\$1,000,000**. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

B) Commercial Auto Insurance. Tenant (or subtenant) shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$10,000. Coverage shall include Non-Owned and Hired Car coverage.

C) Personal property. Tenant (or subtenant) shall purchase insurance to cover Tenant's (or subtenant's) personal property. In no event shall Landlord be liable for any damage to or loss of personal property sustained by Tenant (or subtenant), whether or not insured, even if such loss is caused by the negligence of Landlord, its employees, officers or agents.

D) **Workers' Compensation.** Where required by law, Tenant (or subtenant) shall maintain all statutorily required coverages including Employer's Liability.

12. **Property Encumbrances:** This Lease is subject to all applicable restrictions, reservations, limitations, and other rights of record, and is subject to any and all easements for public utilities of record. By entering into this Lease, Tenant acknowledges that it has inspected and is satisfied with the quality of title for the Premises being leased and accepts all encumbrances recorded or known to exist for the Premises.

13. **Hazardous Materials:** Tenant shall not, nor shall it allow others to, accumulate, use, or store on the Premises materials classified as hazardous, biomedical or toxic waste except in compliance with environmental laws and other applicable state, federal, or local laws, rules or regulations. Tenant shall comply and require subtenants to comply with any lawful order by an entity with authority to regulate the use, accumulation, storage or disposal of hazardous waste. As used herein, the term "environmental laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA), the Resource Conservation Recovery Act, as amended (RCRA), the Federal Water Pollution Control Act, the Clean Air Act and any similar local, state or federal law, rule, ordinance or regulation. As used herein, the term "hazardous materials" shall mean any hazardous substance, pollutants, contaminants, or other hazardous waste or toxic substances defined in any environmental laws including, without limitation, petroleum and petroleum products, asbestos and asbestos containing materials, PCBs and urea-formaldehyde.

Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees), causes of action and judgments arising out of or related to hazardous materials existing in, or under the Premises subsequent to Tenant's occupation of the Premises. Tenant shall not be liable for any pre-existing conditions on the Premises or conditions occurring during Landlord's use of the Premises, except Tenant shall be responsible for lawful and safe removal of any hazardous materials associated with the removal of Landlord's existing building in the event Tenant requests, and Landlord approves, such removal as provided in Section 9 of this Lease.

14. **Waste and Nuisance Prohibited:** Tenant shall comply, during the term of this Lease, with all applicable laws affecting the Premises, the violation of which might result in any penalty assessed upon the Landlord or forfeiture of the Landlord's title to Premises. Tenant shall not commit, or suffer to be committed, any waste on the Premises or improvements, or any nuisance.

15. **Remedies and Forbearance/Waivers:** No delay or omission on the part of the Landlord or Tenant to exercise any right or power granted herein shall impair any such right or power nor shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

16. **Officials, Agents, and Employees Not Personally Liable:** It is agreed that in no event shall any official, officer, employee or agent of the Landlord, nor any official, officer, employee or agent of the Landlord be in any way personally liable or responsible for any

covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Lease.

17. **Quiet Enjoyment:** Landlord covenants that the Tenant shall have the peaceful and quiet enjoyment of the Premises for the term of the Lease.

18. **Right of Entry:** Tenant shall permit the Landlord and the agents and employees of the Landlord to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same for compliance with the terms of this Lease; provided, however, that Landlord shall first give seventy-two (72) hours written notice of its desire to inspect Premises, when such inspection requires entry into a building leased or owned by Tenant. Such notice for right of entry and inspection procedures for building interiors shall not apply during an emergency in which such notice is impractical and Landlord's access to Premises is necessary for preservation of life and/or property.

19. **Right of First Refusal:** Subject to any rules or regulations governing the disposal of Landlord's real property, and in the event that at any time during the Term of this Lease Landlord shall receive from any third party a bona fide offer to purchase all or any portion of the Premises at a price and terms acceptable to Landlord, Landlord shall give written notice of such purchaser's price and terms to Tenant ("**Notice**") and Tenant shall have thereafter an exclusive right and option to purchase Premises at the same price and terms as given in the Notice. Tenant may only exercise such option if at all, by timely giving Landlord written notice of its exercise within a sixty (60) day period from the date of Landlord's Notice to Tenant as provided above. If Tenant shall fail to exercise such option within such sixty (60) day period, Landlord shall thereafter be free to sell the Premises to such third party on the same terms and conditions as set forth in the Notice. If Premises is not sold by Landlord within one (1) year thereafter to the same third party (or affiliate of such third party) and on the same price and terms as given in the Notice, then the right of first refusal herein shall be restored.

20. **Tenant's Right to Early Termination:** Tenant shall have the right to terminate this Lease on any June 30 during the Term of Lease if written notice to Landlord to that effect is provided by Tenant no later than the immediately preceding June 1. Said right to terminate Lease early shall continue in effect throughout the term of this Lease until such time as Tenant demolishes or otherwise materially alters or no longer maintains Landlord's existing building and parking improvements. Once this right has been forfeited due to such demolition or failure to maintain forty (40) paved parking spaces, the right to early termination may only be restored and utilized by Tenant by compensating the Landlord for the replacement value of the demolished building and either the surrender of Premises to Landlord on the date of early termination in a condition suitable for the immediate use of no less than forty (40) paved parking spaces and accompanying striping, lighting, curbing and landscaping typical of other University of Idaho parking lots in this portion of campus or the surrender of Premises with between 0 and 39 improved parking spaces and by compensating Landlord for an amount equal to the fair market value to construct the difference between 40 improved parking spaces and the number of improved parking spaces, if any, on the Premises on the date of early termination, provided, however, that Tenant shall be credited for the assessed value of all improvements on the Premises on the date of early termination in determining the amount,

if any, Tenant will be required to compensate Landlord under the terms and provisions of this Section.

21. **Default:** In the event Landlord shall at any time deem Tenant or any assignee and/or subtenant in breach of this Lease, Landlord shall promptly notify Tenant and any such assignee and/or subtenant, in writing, stating specifically the nature of any such alleged breach. Tenant and any such assignee and/or subtenant shall not be deemed to be in default hereunder unless Tenant and/or any such assignee and/or subtenant fails to cure any such default within ninety (90) calendar days after receipt of such written notice. In the event of default and failure to cure within such ninety (90) calendar days or, in the event the cure requires more than ninety (90) days and is being diligently pursued, then upon such longer failure to cure, Landlord shall have the right to terminate Lease in addition to all rights and remedies provided by law.

22. **Attorney Fees and Costs:** In the event that either party to this Lease shall enforce any of the provisions hereof in any action at law or in equity the prevailing party to such litigation shall be entitled to recover from the other party or parties all costs and expenses, including reasonable attorney fees, incurred therein.

23. **Integration:** This Lease embodies the entire agreement regarding the disposition of the rights associated with the Premises and represents the understanding of the parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Lease shall not be modified except in writing signed by all parties to be bound.

24. **Execution of Documents:** The parties agree that they shall sign or cause to be signed all documents necessary to the effectuation of this Lease or any of the provisions herein.

25. **Authority to Enter Lease:** Landlord has the authority to enter into this Lease and that the execution, delivery of this Lease and the performance of the contractual obligations set forth herein are not in violation of any federal, state, or local statute, ordinance, rule or regulation and that no consents not already obtained are required. Individuals signing on behalf of Landlord and Tenant have the delegated authority to obligate their respective entity as provided by this Lease.

24. **Notices:** All notices under this Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by registered or certified United States mail, postage prepaid, and properly addressed as follows:

If to the Landlord: Regents of the University of Idaho  
Attn: Vice President, Finance and Administration  
University of Idaho  
Moscow ID 83844-3168

If to the Tenant: Idaho Hospitality Inc.  
Attn: Ram Sisodiya, President  
101 Baker Street  
Moscow, ID 83843



With copy to: Landeck & Forseth  
Attorneys at Law  
P.O. Box 9344  
Moscow, ID 83843

The addresses provided above may be changed and additional addresses or notices may be specified from time to time by notice given in writing in accordance with this Section.

25. **Binding Effect:** This Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

26. **Severability:** If any term or provision of this Lease or the application of it to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

27. **Headings:** Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.

28. **Counterparts:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

29. **Time of the Essence:** Time is of the essence in this Lease, and of each and every covenant, term, condition, and provisions thereof.

30. **Nondiscrimination and Affirmative Action:** Landlord and Tenant shall not discriminate against any employee or applicant for employment in the performance of this Lease, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Site Lease. Landlord and Tenant certify that they do not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Landlord and Tenant agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

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

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

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

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

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

31. **Venue, Governing Law:** Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.

32. **No Partnership:** The provisions of this Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective as of the day and year first above written.

**LANDLORD:**

**TENANT:**

BOARD OF REGENTS OF THE  
UNIVERSITY OF IDAHO

IDAHO HOSPITALITY INC.

By \_\_\_\_\_  
Lloyd E Mues, Vice President  
Finance and Administration

By \_\_\_\_\_  
Ram Sisodiya, President

Date \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A Premises**

All that portion of the Southwest Quarter of the Southeast Quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian lying south of the former Burlington Northern Railroad right of way (said former railroad right of way now owned by the DeMeerleer Family Limited Partnership) and bounded on the south by the north right of way of Third Street and bounded on the west by the east right of way of Line Street, said parcel containing approximately 0.58 acres.

**Exhibit B Rent Schedule**

July 2014 through June 2019 \$18,800/yr  
July 2019 through June 2024 \$21,150/yr  
July 2024 through June 2029 \$23,794/yr  
July 2029 through June 2034 \$26,768/yr  
July 2034 through June 2039 \$30,114/yr  
July 2039 through June 2044 \$33,878/yr  
July 2044 through June 2049 \$38,113/yr  
July 2049 through June 2054 \$42,877/yr

Rent Schedule for Renewal Term:

July 2054 through June 2059 \$48,237/yr  
July 2059 through June 2064 \$54,367/yr  
July 2064 through June 2069 \$61,050/yr  
July 2069 through June 2074 \$68,681/yr  
July 2074 through June 2079 \$77,266/yr  
July 2079 through June 2084 \$86,924/yr  
July 2084 through June 2089 \$97,790/yr  
July 2089 through June 2094 \$110,014/yr

**EXHIBIT C REQUIRED PROXIMATE OWNERSHIP***Parcel I:*

A parcel of land located in the Southeast quarter (SE1/4) of Section 7, Township 39 North, Range 5 West, B.M., and being more particularly described as follows:

BEGINNING at the south quarter corner of said Section 7, thence North 00°04'53" West 1287.48 feet along the meridional centerline of said Section 7 to a point of intersection with the south right of way of State Highway 8; thence North 81°00'00" East 36.21 feet to the intersection of said south right of way of State Highway 8 and the easterly right of way of Line Street and the TRUE POINT OF BEGINNING; thence North 81°00'00" East 78.96 feet along said south highway right of way to P.S. Station 460 + 00; thence along a 200.00 foot spiral to the right, said spiral having a chord bearing of North 83°57'03" East and chord distance of 193.51 feet to P.S.C. Station 462 + 00; thence along a curve to the right 333.56 feet, said curve having a delta of 32°02'00", radius of 596.62 feet, chord of 329.24 feet, chord bearing South 73°59'00" East to P.C.S. Station 465 + 55.90; thence along a 200.00 foot spiral to the right, said spiral having a chord bearing South 51°54'27" East and chord distance of 193.42 feet to P.T. Station 467 + 55.90; thence South 48°58'00" East 11.00 feet to P.S. Station 467 + 66.90; thence feet along a spiral to the left, to P.O.S. Station 468 + 21.2, this segment of spiral having a chord of 54.67 feet and chord bearing South 49°14'12" East; thence South 49°44'04" East 145.12 feet to a point of intersection with the north right of way of Third Street; thence along the north right of way of said Third Street, South 89°14'54" West 82.47 feet to a point of intersection with the northerly right of way of the existing Union Pacific Railroad Company; thence 881.79 feet along above said northerly right of way on a curve to the left, said curve having a delta of 34°04'37", radius of 1482.62 feet, chord of 868.86 feet, chord bearing North 70°04'06" West to a point of intersection with the east right of way of Line Street; thence along said right of way North 00°45'45" West, 19.03 feet to a point of intersection with the southerly right of way of State Highway 8 and the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to the State of Idaho, as more fully set out in that certain Warranty Deed recorded under Recorder's Fee No. 412301.

*Parcel II:*

A parcel of land being the remaining 62.50 foot wide railroad right of way commonly known as the Moscow Branch of the Union Pacific Railroad Company (UPRR) right of way, lying between Line Street and Third Street within the southwest quarter of the southeast quarter SW1/4SE1/4 of Section 7, Township 39 North, Range 5 West, B.M., and described as follows:

COMMENCING at the south one quarter corner of Section 7, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho from which the center one quarter corner of said section bears North 01°01'23" East; thence along the west line of the southeast quarter of said section, North 01°01'23" East 966.69 feet to the westerly projection of the north right of way line of Third Street; thence along said westerly projection, and the north line of Third Street, South 89°39'12" East 851.65 feet to the intersection with the easterly line of the UPRR right of way and the POINT OF BEGINNING; thence along the north line of Third Street, North 89°39'12" West, 106.11 feet to the intersection with the northeasterly line of that parcel of land conveyed in Recorder's Instrument No. 493734, and shown on a Record of Survey Recorder's Instrument No. 497959; thence along said parcel, 12.50 feet southwesterly and parallel with the UPRR centerline, 752.79 feet on a non-tangent curve to the left, with a radius of 1419.89 feet and a chord which bears North 70°27'48" West, 744.00 feet to the intersection with the east right of way line of Line Street; thence along the east line of Line Street, North 01°01'23" East 62.60 feet to the intersection with the northerly line of the UPRR right of way; thence along said right of way, 877.18 feet on a non-tangent curve to the right with a radius of 1482.39 feet and a chord which bears South 68°50'24" East, 864.43 feet to the POINT OF BEGINNING.

**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Lewis-Clark State College (LCSC) requests Board approval of an easement to preserve access by a private property owner to the owners' parking area adjoining streets vacated by the City of Lewiston.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b(2) "Real and Personal Property and Services.

**BACKGROUND/DISCUSSION**

Through a series of Division of Public Works (DPW) projects, LCSC has converted the property along the Lewiston campus' western border (4<sup>th</sup> St., running north and south, between 11<sup>th</sup> Ave on the south and 7<sup>th</sup> Ave on the north—see overhead schematic at Attach 2) into expanded parking for campus. In the course of these projects, 4<sup>th</sup> St. was vacated by the City of Lewiston and transferred to the College and converted into a system of parking areas extending along the west side of campus. Recently the City discovered that the vacation paperwork for three small sections of adjoining side streets had not been completed when the original planning documents were submitted in 2006. The City has cooperated fully with LCSC in finalizing the remaining documents.

One of the remaining to-be-vacated areas—a short section of 8<sup>th</sup> St. which feeds into LCSC's 4<sup>th</sup> St. property—abuts the parking lot of the privately-owned College Place residential facility. The private owners are ready to allow the City to vacate this last parcel of street and cede the property to LCSC, but they have requested that the College ensure access to the only two approaches to their parking lot from the cul-de-sacs on 8<sup>th</sup> Ave. and 9<sup>th</sup> Ave. The College and City planners agree that this is a reasonable request. Granting the requested easement to the owners serves LCSC's interests in preserving a seamless parking system on the west side of campus which integrates the College Place facility parking area as part of the area serving LCSC students, staff, and visitors.

As illustrated in the diagram accompanying the proposed easement (Attach 1), LCSC will retain full use of its existing parking spaces on the 8<sup>th</sup> Ave. and 9<sup>th</sup> Ave. approaches to its 4<sup>th</sup> St. parking areas. The easement areas recommended by the City staff have been designed to allow the private owners' continued access to the driveways on the northern and southern ends of their parking lot.

**IMPACT**

Granting this private access easement will permit LCSC's continued use and access to its own parking lots and properties, following the transfer of the City street property to the College, while providing peace of mind to the owners that LCSC would not at some future point block the current two access points to their

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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parking lot. There are no foreseen negative financial or operational impacts associated with the granting of this easement.

**ATTACHMENTS**

Attachment 1 – Easement document	Page 3
Attachment 2 – Schematic diagram of west side parking complex	Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has not identified any issues of concern and recommends approval.

**BOARD ACTION**

I move to approve the granting of a non-exclusive access easement to the owners of the College Place facility parking lot, and to authorize the Vice President for Finance and Administration at Lewis-Clark State College to sign all necessary documents with the private property owners and City of Lewiston on behalf of the Board of Trustees.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_ No \_\_\_\_



**EASEMENT**

THIS EASEMENT, dated this \_\_\_\_ day of \_\_\_\_\_ 2011 is by and between STATE OF IDAHO, BY AND THROUGH THE STATE BOARD OF EDUCATION AS BOARD OF TRUSTEES FOR LEWIS-CLARK STATE COLLEGE, as “GRANTOR”, and COLLEGE PLACE, LLC, an Idaho limited liability company, as “GRANTEE”

WITNESSETH:

WHEREAS, Grantee is the owner of the following-described real property situate in Lewiston, Nez Perce County, Idaho, and more particularly described as follow, to wit:

Lots 1 through 6, inclusive, Block 5, Holcomb First Subdivision to the City of Lewiston, according to the recorded plat thereof, on file in the Office of the Recorder of Nez Perce County, Idaho, Book 1 of plats, page 909, Records of Nez Perce County, Idaho,

and

WHEREAS, Grantor has requested that the City of Lewiston vacate to Grantor portions of Eighth Avenue and Ninth Avenue between Third Street and Fourth Street in the City of Lewiston, and

WHEREAS, such vacation requires consent of Grantee, which Grantee agrees to give, and

WHEREAS, the Grantor executes this Easement to provide Grantee, its successors, assigns and their respective tenants and invitees, access to its parking lot over a portions of the vacated street rights-of-way as generally shown on the diagram attached hereto as Exhibit A,

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10) and other good and valuable consideration in hand paid by Grantee to Grantor, Grantor does, by these presents, bargain, sell and convey unto Grantee, its successors, assigns, the following easements, to wit:

A non-exclusive access easement across a portion of the 8<sup>th</sup> Avenue (Harrison St.) right-of-way as originally dedicated by Holcomb's First Subdivision of Lot 10 of Acres, said property located in the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section 1, Township 35 North, Range 6 West, B.M., City of Lewiston, County of Nez Perce, Idaho, and being more particularly described as follows:

**COMMENCING** at the stone monument which marks the location of the intersection of 8<sup>th</sup> Avenue (Harrison St.) and Third Street; thence N 89°59'21" E along the centerline of 8<sup>th</sup> Avenue (Harrison St.) a distance of 197.95 feet to the intersection of the 8<sup>th</sup> Avenue (Harrison St.) centerline and the extended east right-of-way line of the alley which bisects Block 5 of Holcomb's First Subdivision of Lot 10 of Acres; thence continuing N 89°59'21" E along said centerline a distance of 74.27 feet to a point on the easterly right-of-way line of the proposed cul-de-sac on 8<sup>th</sup> Avenue (Harrison St.) and the **POINT OF BEGINNING**; thence northerly along said proposed cul-de-sac right-of-way line on a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 04°36'13", a long chord of 4.02 feet bearing N 05°09'25" E, for an arc length of 4.02 feet; thence N 89°59'21" E a distance of 36.40 feet; thence S 00°00'07" W a distance of 44.00 feet to a point on the south right-of-way line of 8<sup>th</sup> Avenue; thence S 89°59'21" W along said right-of-way line a distance of 67.95 feet to a point on the proposed cul-de-sac on 8<sup>th</sup> Avenue; thence northerly along said proposed cul-de-sac right-of-way line on a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 60°57'55", a long chord of 50.73 feet bearing N 37°56'29" E, for an arc length of 53.20 feet to the **POINT OF BEGINNING**.

**AND**

A non-exclusive access easement across a portion of the 9<sup>th</sup> Avenue (Hancock St.) right-of-way as originally dedicated by Holcomb's First Subdivision of Lot 10 of Acres, said property located in the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section 1, Township 35 North, Range 6 West, B.M., City of Lewiston, County of Nez Perce, Idaho, and being more particularly described as follows:

**COMMENCING** at the stone monument which marks the location of the intersection of 9<sup>th</sup> Avenue (Hancock St.) and Third Street; thence N 89°59'19" E along the centerline of 9<sup>th</sup> Avenue (Hancock St.) a distance of 197.98 feet to the intersection of the 9<sup>th</sup> Avenue (Hancock St.) centerline and the extended east right-of-way line of the alley which bisects Block 5 of Holcomb's First Subdivision of Lot 10 of Acres; thence continuing N 89°59'19" E along said centerline a distance of 68.10 feet to a point on the easterly right-of-way line of the proposed cul-de-sac on 9<sup>th</sup> Avenue (Harrison St.) and the **POINT OF BEGINNING**; thence northerly along said proposed cul-de-sac right-of-way line on a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 55°52'28", a long chord of 46.85 feet bearing N 31°23'09" W, for an arc length of 48.76 feet to a point on the north right-of-way line of 9<sup>th</sup> Avenue; thence N 89°59'19" E along said right-of-way line a distance of 68.30 feet; thence S 00°00'05" W a distance of 42.00 feet; thence S 89°59'19" W a distance of 43.82 feet to a point on the proposed cul-de-sac on 9<sup>th</sup> Avenue; thence northerly along said proposed cul-de-sac right-of-way line on a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 02°17'38", a long chord of 2.00 feet bearing N 02°18'06" W, for an arc length of 2.00 feet to the **POINT OF BEGINNING**.

The easements herein granted shall constitute a burden upon the portions of the vacated street right-of-ways over which the above-described easements pass and shall run with, benefit and be appurtenant to Grantee's property which is described above.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by their duly authorized representative the day and year first above written.

STATE OF IDAHO, BY AND THROUGH  
THE STATE BOARD OF EDUCATION AS  
BOARD OF TRUSTEES FOR LEWIS-  
CLARK STATE COLLEGE

BY \_\_\_\_\_  
CHET HERBST, Vice-President for  
Finance and Administration

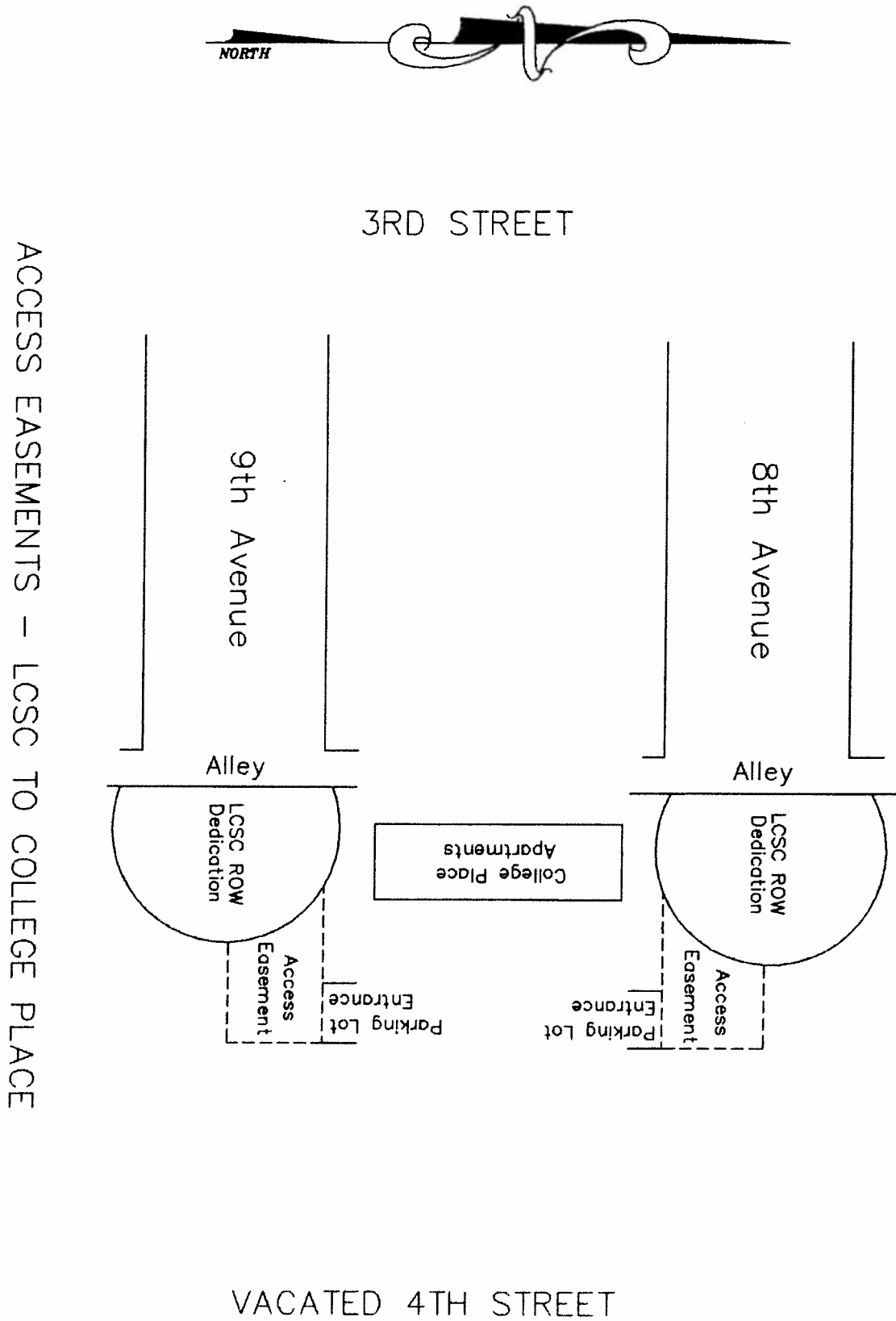
GRANTOR

STATE OF IDAHO )  
 : ss.  
 County of NEZ PERCE )

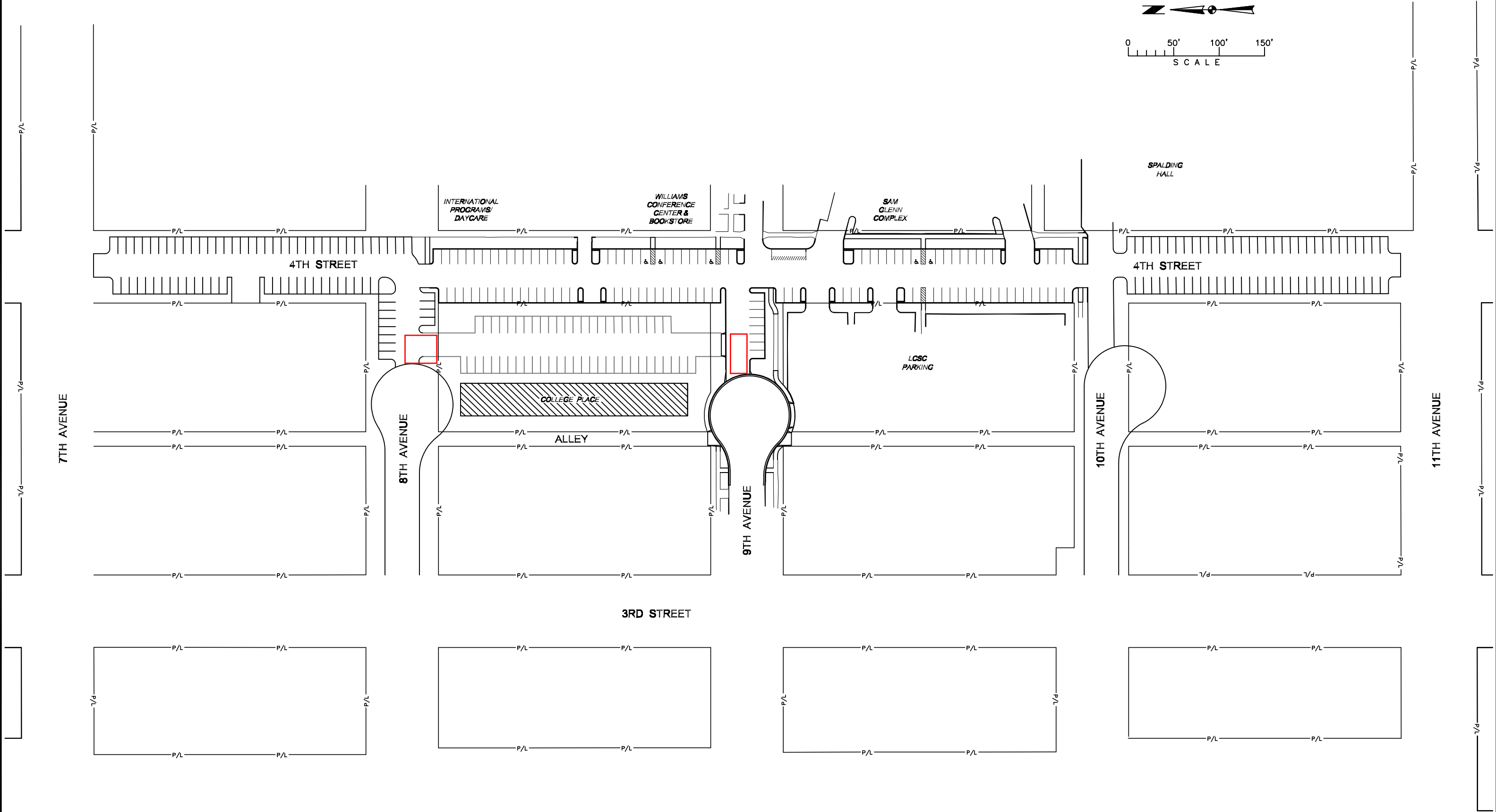
On this \_\_\_\_\_ day of \_\_\_\_\_ 2011, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared, CHET HERBST, known to me to be the Vice President for Finance & Administration of Lewis-Clark State College, whose name is subscribed to foregoing agreement and acknowledged to me that he executed the same for and on behalf of the Idaho State Board of Education and Lewis-Clark State College.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

\_\_\_\_\_  
 Notary Public in and for the State of Idaho  
 Residing at \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_



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**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Board approval to accept a loan from the City of Lewiston to finance, in part, an elevator replacement project for Center for Arts and History

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.F.1. "Bonds and Other Indebtedness"

**BACKGROUND/DISCUSSION**

Lewis-Clark State College (LCSC) has identified \$150,000 in funding sources to carry out an important life/safety project in its Center for Arts and History (CAH):

- \$50,000 from Institutional funds
- \$50,000 as a gift for a new elevator from the LCSC Foundation
- \$50,000 from a Community Development Block Grant (CDBG) from the City of Lewiston, provided in the form of a forgivable 10-year loan

Acceptance of the City's grant/loan is contingent upon State Board approval of LCSC taking on \$50,000 of indebtedness.

The CAH is located in a historic building (originally used as a bank, until it was acquired to house College programs in March 1991) in downtown Lewiston, located directly across Main St. from LCSC's Clearwater Hall residence facility (construction of the residence facility was completed in August 2006). Access to the offices and exhibits on the upper (second) floor of the CAH is provided by a single elevator. The elevator was "red tagged" by safety inspectors in December 2008, and it was determined that repairs to the aged mechanical system were not economically feasible—the elevator cab and supporting machinery require replacement. CAH operations were temporarily suspended after a fire occurred in the facility in March 2009. The repairs and necessary code upgrades to the fire-damaged portions of the building were completed in October of 2010. Insurance did not cover replacement of the elevator, because it was non-functional at the time of the fire. City of Lewiston inspectors have authorized use of upstairs offices in the CAH, but the upstairs exhibit galleries cannot be opened to regular public access until the elevator is back in operation.

LCSC is proceeding with plans to install an ADA-compliant elevator in the existing shaft of the CAH building. The architect's estimate to carry out this alteration and repair project is just under \$140,000 (cost estimates and a preliminary schematic from the DPW's regional service provider are provided in Atch 1 and Atch 2).

The scope of this maintenance project is well below the threshold at which the Board Executive Director's approval would be required. However, acceptance of

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

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the City's grant/loan is contingent upon State Board approval of LCSC taking on \$50,000 of indebtedness. Use of the City's dollars makes economic sense for the College—each year's principal and interest will be forgiven as long as LCSC continues to operate the facility. In the unlikely event that the College determines at some future point that it wishes to shut down operations of the Center before ten years had elapsed, the College would be able to pay any remaining principal and interest from its working capital, having taken advantage of "free financing" via the grant/loan arrangement.

**IMPACT**

Approval of the \$50,000 loan from the City of Lewiston will enable LCSC to leverage its institutional dollars and carry out a much-needed facilities project. This proposal would match each dollar spent by LCSC with two dollars from the City of Lewiston and the LCSC Foundation. The project will support the College's efforts to strengthen "town-gown" relationship with the City and with local citizens as part of downtown revitalization efforts, and cooperation already has led to City financial support for other LCSC alteration and repair efforts in our downtown facilities. A Board decision not to take advantage of the City grant/loan would result in the College having to use an additional \$50,000 of institutional funds (or additional external fundraising) to execute this high priority A & R project.

**ATTACHMENTS**

Attachment 1 – CAH Elevator Schematic	Page 5
Attachment 2 – CAH Elevator Cost Estimate	Page 7
Attachment 3 – CAH Elevator Loan Agreement	Page 9
Attachment 4 – Board Authorizing Resolution	Page 19

**STAFF COMMENTS AND RECOMMENDATIONS**

This request by LCSC would enable institutional funds to be leveraged 2:1 to complete a needed renovation project. The only reason this project is being brought for Board approval is because a 10 year \$50,000 forgivable loan from the City of Lewiston is one of the leveraging components. For each year of compliance with the terms of the loan, 1/10 of the principal and any accrued interest thereon are forgiven.

Staff did not identify any concerns with this request and recommends approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20-21, 2011**

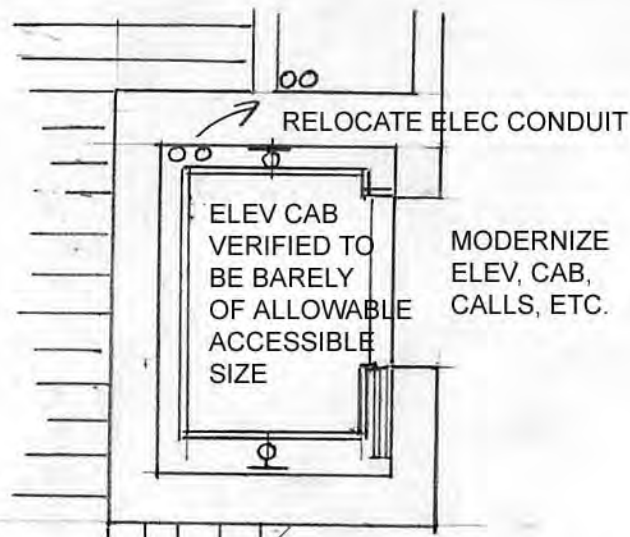
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**BOARD ACTION**

I move that the elevator replacement project for the LCSC Center for Arts and History is economically feasible and necessary for the proper operation of the College; to approve the attached Loan Agreement with the City of Lewiston for funds to complete the project and the attached authorizing resolution to accept the proposed indebtedness; and to authorize the College's Vice-President for Finance and Administration to sign any necessary documents on behalf of the Board of Trustees.

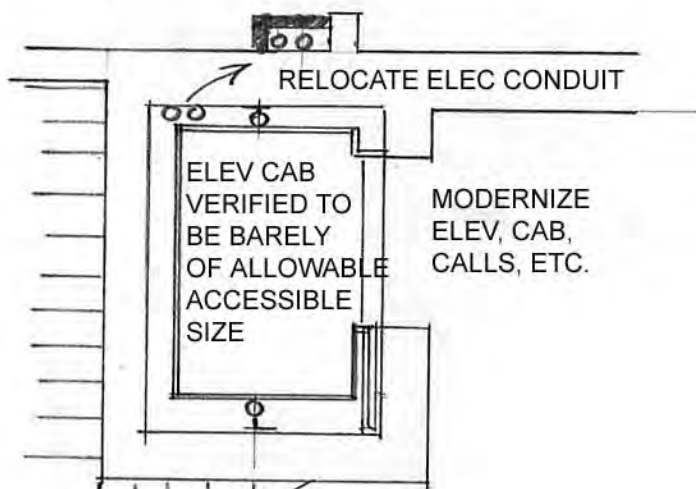
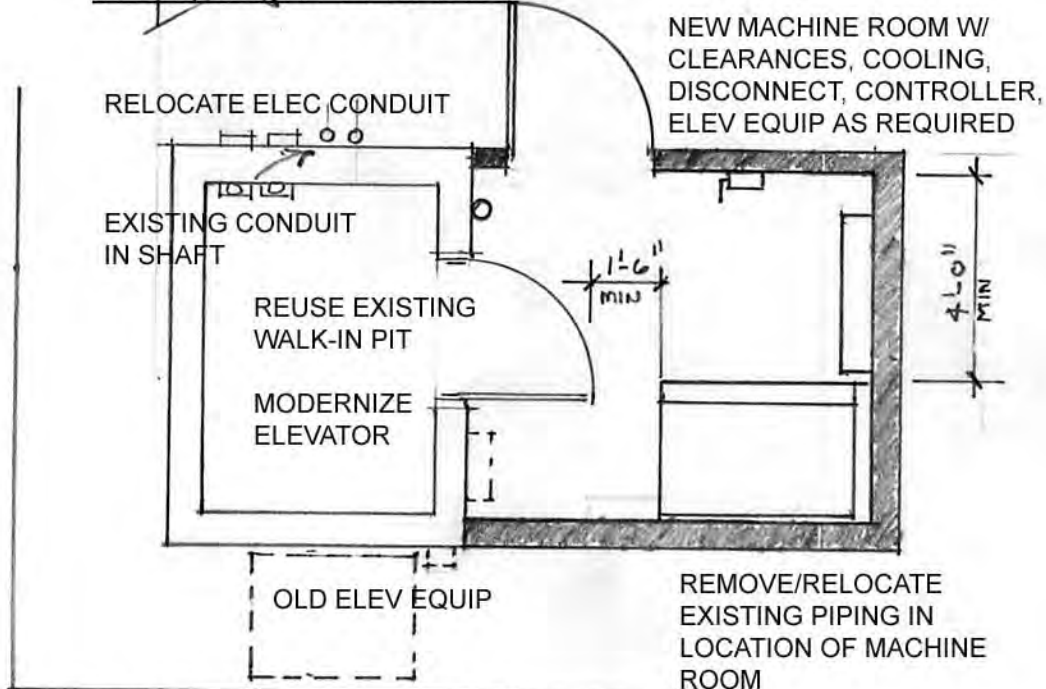
Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_ No \_\_\_

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**2ND FLOOR ELEVATOR**

## **LEWIS-CLARK CENTER FOR ARTS & HISTORY ELEVATOR**

3/5/10

**1ST FLOOR ELEVATOR****BSMT LEVEL ELEVATOR**

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**ATTACHMENT 2****OPINION OF PROBABLE CONSTRUCTION COST****Lewis-Clark Center for Arts & History Elevator**

Lewiston, Idaho

**CKA Castellaw Kom Architects**

850 Main Street

Lewiston, Idaho

Architect's Project No.: 08033

3/5/10

Project Phase: Schematic Design

<b>Div./Sec.</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Cost</b>
<b>General</b>					
Div. 1	Mobilization	Lump Sum	Project	0.75%	\$834.04
	Bonds/Insurance/Fees/Permits	Lump Sum	Project	3.00%	\$3,336.15
	General Conditions	Lump Sum	Project	8.00%	\$8,896.40
<b>Sub Total</b>					<b>\$13,066.58</b>

**Demolition**

Sec. 2000	Asbestos Abatement - If Required	Allowance	Project	1.50%	\$1,668.07
	Lead Based Paint - Abatement / Mitigation	Allowance	Project	1.50%	\$1,668.07
	Shaft Removal/Environmental Issues	By Owner	TBD		
	Occupant Separation Barriers	Floor	0	450	\$0.00
	Demolish Piping/Mech at Machine Rm	Lump Sum	1	1500	\$1,500.00
	Dispose of Unsuitable Debris	CY	7	90	\$630.00
	Saw Cut/Remove Jambs/Sills	EA	0	1000	\$0.00
<b>Sub Total</b>					<b>\$5,466.15</b>

**Site Work**

Sec. 2200	Not Applicable				\$0.00
<b>Sub Total</b>					<b>\$0.00</b>

**Building & Elevator**

Sec. 3300	Replace Removed Jamb/Sills	EA	0	1000	0
	Conc. Patch / Repair / Misc.	SF	240	5	1200
Sec. 5120	Struct Stl Rail Bracket Support	EA	0	1250	\$0.00
	Struct Stl Blocking at Rear Entrance	EA	0	500	\$0.00
	New Hoist Beam at Top of Shaft	EA	0	800	\$0.00
Sec. 6100	Frame New Machine Rm Walls	LF	25	22.5	\$562.50
	Modify Machine Rm Ceiling to 7 ft.	EA	1	850	\$850.00
Sec. 7900	Firestopping/Sealants	Allowance	Project	500	\$500.00
Sec. 8100	Pair Smoke Drs/Frames/Hrdwr w/ Framing	EA Pair	0	5000	\$0.00
	Rated Machine Rm Dr/Frame/Hrdwr	EA	1	2000	\$2,000.00
	Rated Ceiling Panels (Piping Access)	Allowance	1	250	\$250.00
Sec. 9260	Rated GWB Machine Room Ceiling	EA	1	1000	\$1,000.00
	Patch & Repair CMU/GWB Holes in Walls	Allowance	1	550	\$550.00
Sec. 9600	Elev Cab Flooring/Base (to remain)	Allowance	0	500	\$0.00
Sec. 9900	Misc. Painting	Allowance	1	1250	\$1,250.00

**ATTACHMENT 2**

Sec. 10425	Interior Room Signage	FLR	3	125	\$375.00
Sec. 14245	Hyd Elev-2 Stop Modernization Allowance	EA	1	60,000	\$60,000.00
	Unkown Hoistway Issues Not Identified	TBD			

<b>Sub Total</b>	<b>\$68,537.50</b>				
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**Mechanical**

Sec. 15000	Sump Pump	Allowance	0	850	\$0.00
	Oil Separator	Allowance	0	1800	\$0.00
	Relocated plumbing piping - 2" drain line	LF	80	25	\$2,000.00
	Elev Equipment Rm Cooling	Allowance	1	5500	\$5,500.00
	Fire Sprinkler Mods	Allowance	1	1500	\$1,500.00

<b>Sub Total</b>	<b>\$9,000.00</b>				
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**Electrical**

Sec. 16000	Disconnect Upgrades	EA	2	2500	\$5,000.00
	Elevator Pit Electrical Upgrades	Allowance	1	2200	\$2,200.00
	Reroute Electrical Service Conduit	Allowance	1	5000	\$5,000.00
	Fire Alarm Smoke Detectors	Allowance Flr	3	1000	\$3,000.00

<b>Sub Total</b>	<b>\$15,200.00</b>				
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<b>Construction Sub Total</b>	<b>\$111,270.23</b>				
Idaho Sales Tax (6% of Material Only)	\$3,338.11				
Design Contingency @ 10%	\$11,460.83				
<b>Opinion of Probable Construction Cost-Base Project</b>	<b>\$126,069.17</b>				

<b>Construction Budget</b>	<b>TBD</b>				
Anticipated A/E Fees/Reimbursables	\$12,606.92				



**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF LEWISTON, an Idaho municipal corporation, hereinafter referred to as “City” and LEWIS-CLARK STATE COLLEGE, an Idaho non-profit educational corporation, hereafter “LCSC”.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ONE: Upon the execution of this agreement the City shall provide to LCSC a loan in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) from Community Development Block Grant funds for the construction and installation of an elevator at 415 Main Street (aka 411 Main Street), Lewiston, Idaho, to provide handicap access to the public using the building.

TWO: Said loan shall bear interest at the rate of THREE PER CENT (3%) per annum and shall be payable upon transfer of the real property encumbered or upon default of the terms of the agreement, provided hereafter. For each year of compliance with the terms hereof, one-tenth (1/10) of the principal of the original loan amount of \$50,000, and any accrued interest thereon, shall be forgiven.

THREE: In consideration of the loan herein provided, LCSC agrees to keep the building open, programmed, and contributing to the vitality of downtown by maintaining staff offices, a public gallery, and conducting other functions in the building located at 415 Main Street, Lewiston, Idaho, for a period of ten (10) years.

FOUR: LCSC shall provide annual proof of fire insurance and state license for the elevator to the City’s Community Development Department. The first report shall be due to the

City twelve (12) months after the issuance of the Certificate of Occupancy for the elevator at 415 Main Street, Lewiston, Idaho.

FIVE: The following actions or omissions by LCSC shall constitute a material breach and default of this agreement:

- a. Failure to complete construction of the elevator at 415 Main Street, Lewiston, Idaho, within twelve months after the execution of this agreement.
- b. Failure to timely file annual proof of life insurance and state licensure.
- c. Failure to keep the building occupied and in use for a period of ten (10) years.
- d. Abandonment of the premises at 415 Main Street, Lewiston, Idaho.

If default be made in the performance of this agreement, and if said default is not cured within thirty (30) days after written notice from the City of said default, then any and all outstanding principal balance and all accrued interest shall be due and payable to the City.

SIX: All notices required hereunder shall be addressed as follows:

City of Lewiston  
Community Development Department  
P.O. Box 617  
Lewiston, Idaho 83501

President  
Lewis-Clark State College  
500 8<sup>th</sup> Avenue  
Lewiston, Idaho 83501

SEVEN: LCSC shall at all times during the term of this agreement carry fire and other casualty property damage and liability insurance on the premises herein encumbered with an insurance company authorized to do business in the State of Idaho. The amount of the insurance shall be the fair market value of the improvement located at 415 Main Street, Lewiston, Idaho. The certificate of such insurance shall be filed with the City's Community Development Department.

EIGHT: In the contracting of work for which this loan is to be paid, the Owner agrees to the following:

A. Fair Housing and Equal Employment Opportunity

(1) The contractor employed will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs or affiliations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor employed agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the City of Lewiston setting forth the provisions of this nondiscrimination clause.

(2) The contractor employed will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs or affiliations.

(3) The contractor employed will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Regulations pursuant to “Anti-Kickback Act”

The contractor employed shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the “Anti-Kickback Act” of

June 13, 1934 (48 Stat. 948:62 Stat 862; title 18 U.S.C., Section 874: and title 40 U.S.C. section 276(c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of statements required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

C. Section 3, Compliance in the Provision of Training Employment and Business Opportunities

(1) The work to be performed on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

(3) The contractor employed will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The contractor employed will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successor, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor, or subcontractors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as specified in 24 CFR 570.607.

**D. Compliance with Environmental Regulations**

This contract is subject to compliance by the contractor with the Clean Water Act, as amended, 42 U.S.C. 1857 et seq, the Federal Water Control Act, as amended, 33 U.S.C. 1251

et seq, and the Regulations of the Environmental Protection Agency with respect thereof, at 40 CFR part 15, as amended from time to time; and other environmental regulation and requirements as directed.

The contractor and all subcontractors working there under shall not utilize in the performance of work under this contract any facility listed on the list of violating facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20. The contractor and all subcontractors working thereunder shall give the municipality prompt notice of any notifications received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized under the terms and conditions of said contract is under consideration to be listed on the EPA list of violating facilities.

This project is also subject to the environmental requirements found in 24 CFR 570.604.

The contractor agrees that the requirements set forth in this paragraph will be included in every subcontract awarded under this contract and will take necessary action as directed by EPA to enforce the provisions set forth above.

**E. Interest of Certain Federal and Other Officials**

Subject to the requirements of 24 CFR 570.611 no member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this contract or to any benefit arising from the same, provided, that the foregoing provision of this section shall not be construed to extend to this contract is made with a corporation for its general benefit.

**F. Use of Debarred, Suspended or Ineligible Contractors**

Use of debarred, suspended or ineligible contractors is prohibited pursuant to 24 CFR 570.609 and 24 CFR Part 5.

**G. National Flood Insurance Program**

The property owner, as a recipient of funds under the CDBG program, shall provide evidence of flood insurance coverage as provided for in 24 CFR 570.605 for the real property described in this agreement.

**H. Architectural Barriers Act and the Americans with Disabilities Act**

This project is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and the Americans with Disabilities Act (42 USC 12131; 47 USC 155,201,218 and 225).

NINE: The City, its officers, representatives, agents and employees and those employees of the Department of Housing and Urban Development and Inspector General shall have full and complete access to the property at all times during the term of this agreement. If any of the specifications, plans, instructions, or any other laws, ordinances, rehabilitation objectives, require any work to be specifically inspected, tested, or approved, the contractor shall give the City timely notice, in no case less than ten (10) days, of its readiness for inspection.

TEN: The Owner agrees to and shall hold the City free from and harmless of any and all causes of action and liability of any kind which may be incurred by the City either indirectly as a result of their agreement of any actions of the Owner, his agents, employees, heirs, or assigns as a result of this agreement.

ELEVEN: Should any suit or action be brought to enforce the terms of this agreement the prevailing party is hereby entitled to recover a reasonable attorney's fee and costs against the other party.

TWELVE: This agreement shall extend to and bind the successors, assigns and heirs of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed  
by its duly authorized representatives the day and year first above written.

CITY OF LEWISTON

\_\_\_\_\_  
Laura Von Tersch,  
Community Development Director

ATTEST: \_\_\_\_\_  
Kari Ravencroft, City Clerk

STATE OF IDAHO, BY AND THROUGH  
THE STATE BOARD OF EDUCATION  
AS BOARD OF TRUSTEES FOR  
LEWIS-CLARK STATE COLLEGE

\_\_\_\_\_  
Chet Herbst  
Vice-Pres for Finance & Administration



STATE OF IDAHO                    )  
  : ss  
Nez Perce County                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared LAURA VON TERSCH and KARI RAVENCROFT, known to me to be the Community Development Director and City Clerk of the City of Lewiston, an Idaho municipal corporation, whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at Lewiston  
Commission expires: \_\_\_\_\_

STATE OF IDAHO                    )  
  : ss  
Nez Perce County                 )

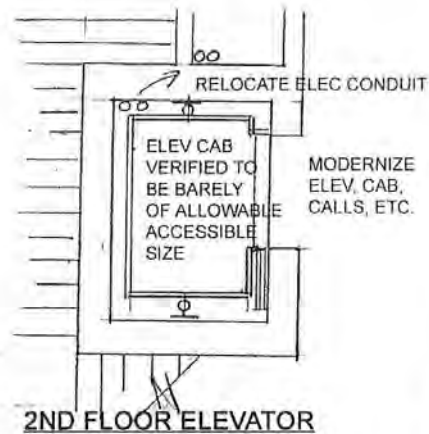
On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known to me to be the President of Lewis-Clark State College, an Idaho non-profit educational corporation, whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at Lewiston  
Commission expires: \_\_\_\_\_

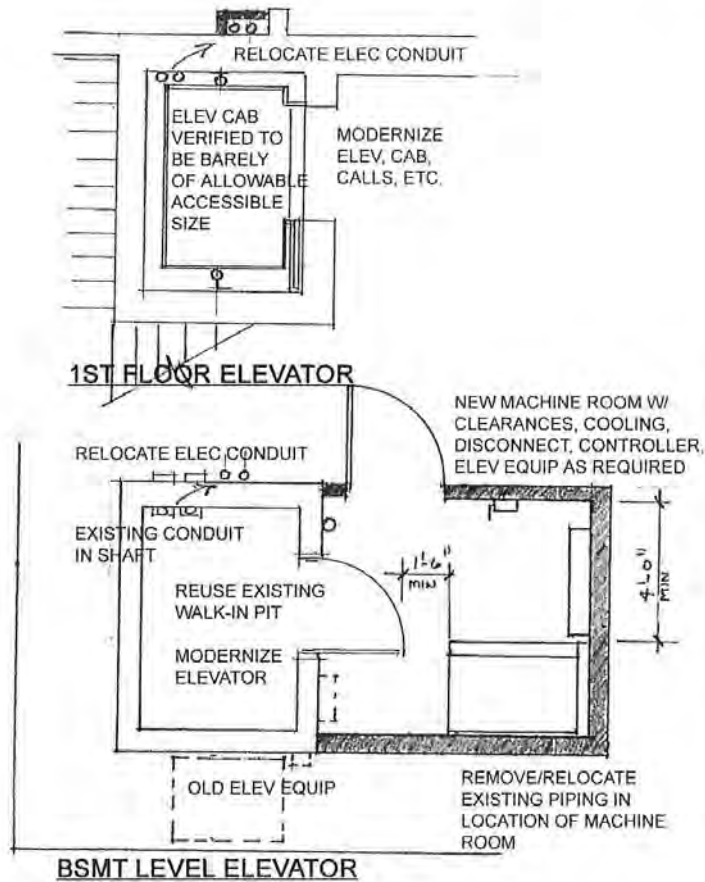
SCOPE OF WORK

- Install an ADA accessible passenger elevator
- Secure State license for elevator



LEWIS-CLARK CENTER FOR  
ARTS & HISTORY ELEVATOR

3/5/10



**AUTHORIZING RESOLUTION**

A RESOLUTION OF THE STATE BOARD OF EDUCATION ACTING AS THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE, AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE CITY OF LEWISTON, IDAHO AND RELATED DOCUMENTS WITH RESPECT TO THE FINANCING OF THE REPLACEMENT OF THE ELEVATOR SYSTEM FOR THE LEWIS-CLARK STATE COLLEGE CENTER FOR ARTS AND HISTORY; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, THE STATE BOARD EDUCATION ACTING AS BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE (the “College”), a body politic and corporate and institution of higher education duly organized, existing and authorized by the Constitution and laws of the State of Idaho, to borrow money to finance the replacement of the elevator system providing access to the Center for Arts and History and the programs provided therein (the “Project”); and

WHEREAS, the College desires to finance the Project, in part, through a Loan Agreement (the “Agreement”) in the amount of \$50,000 and at a projected rate of interest described in the Agreement with the City of Lewiston (the “City”), evidencing a loan (the “Loan”) for the Project;

WHEREAS, in order to finance the Project, the College proposes to enter into the Loan Agreement, the form of which has been presented to the Board of Trustees at this meeting; and

WHEREAS, the Board of Trustees of the College deems it for the benefit of the College and for the efficient and effective administration thereof to enter into the Agreement on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE as follows:

**Section 1. Approval of Documents.**

The form, terms and provisions of the Loan Agreement are hereby approved in substantially the forms presented at this meeting; and the Bursar of the College is hereby authorized and directed to execute the Agreement and to deliver the Loan Documents to the respective parties thereto.

**Section 2. Other Actions Authorized.**

The officers and employees of the College shall take all action necessary or reasonably

required by the parties to the Agreement and all related documents to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

**Section 3. Severability.**

If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

**Section 4. Repealer.**

All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

**Section 5. Effective Date.**

This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the BOARD OF TRUSTEES LEWIS-CLARK STATE COLLEGE this \_\_\_\_th day of April, 2011.

**THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: President, State Board of Education and  
Board of Trustees of Lewis-Clark State  
College

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Bursar

ATTEST:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Secretary of the Board

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