**STATE BOARD OF EDUCATION MEETING**
**June 22-23, 2011**
**Canyon Crest Dining and Events Center**
**Perrine Room**
**330 Canyon Crest Drive**
**Twin Falls, Idaho**

**Wednesday, June 22, 2011, 1:00 pm, Canyon Crest Dining and Events Center, Perrine Room, Twin Falls, Idaho**

**BOARDWORK**

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

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**

Agency and Institution Strategic Plans

**Thursday, June 23, 2011, 8:00 a.m., Canyon Crest Dining and Events Center, Perrine Room, Twin Falls, Idaho**

**OPEN FORUM**

**CONSENT AGENDA**

**BAHR – SECTION I – HR**

1. Boise State University – New Positions & Changes to Positions
2. Idaho State University – New Positions & Changes to Positions
3. University of idaho – New Positions & Reactivations to Positions

**BAHR – SECTION II – Finance**

4. FY 2012 Operating Budgets

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**

1. College of Southern Idaho
2. Presidents' Council Report
3. Idaho Division of Vocational Rehabilitation Services
4. Presidents' Contracts
5. 2012 Legislative Ideas
6. Proposed Rule – Health Education

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7. Temporary/Proposed Rule – Rural Physician Incentive Fund
8. Temporary/Proposed Rule – GEARUp Scholarship
9. Temporary Rule – Proprietary/Post-secondary School Registration
10. Boise State University - Alcohol Permit – for 2011 Home Football Games and Humanitarian Bowl - Stueckle Sky Center
11. Boise State University - Alcohol Permit for 2011 Home Football Games – Carven Williams Complex
12. Idaho State University - Alcohol Permit for 2011 Home Football Games
13. University of Idaho - Alcohol Permit for 2011 Home Football Games
14. University of Idaho – Alcohol Permit for 2011 Football Games – Club Seating
15. President Approved Alcohol Permits
16. Board Policy I.M.

## BUSINESS AFFAIRS & HUMAN RESOURCES

### Section I – Human Resources

1. Amendment to Board Policy – Section II.M. Grievance & Appeal Procedures – Second Reading
2. Amendment to Board Policy – Section II.B. Appointment Authority & Procedures – Second Reading
3. Amendment to Board Policy – Section II.D. Categories of Employees – General Definitions – First Reading
4. Amendment to Board Policy – Section II.F. Policies Regarding Non-classified Employees and Section II.G. Policies Regarding Faculty (Institutional Faculty Only) – First Reading
5. Supplemental 403(b) Retirement Plan
6. Boise State University – Employment Agreement – Provost & Vice President for Academic Affairs
7. Idaho State University – Employment Agreement – Head Women's Basketball Coach
8. University of Idaho – Employment Agreement – Head Women's Soccer Coach
9. University of Idaho – Employee Benefits Enrollment System RFP – Lloyd Mues 10 min

### Section II – Finance

1. FY 2013 Line Items
2. Athletics Actual, Forecast and Budget Reports


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3. Amendment to Board Policy – Section V.F. – Bonds or Other Indebtedness and Section V.K. – Construction Projects – First Reading
4. Boise State University – Math/Geo Building Renovation – Planning & Design
5. Boise State University – Air Charter Services – 2011-2015 Football Seasons
6. Boise State University – Offsite Park & Ride Facilities
7. Boise State University – Geothermal Utility Service Connections Phase I – Planning & Design
8. Boise State University – Higher Education Insurance Feasibility Study
9. Idaho State University – Approval of Professional Fee for Associate of Science (A.S.) Paramedic Science Program
10. University of Idaho – Pcard Program – Contract with US Bank
11. University of Idaho – Student Health Insurance Program (SHIP) Contract

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

1. Boise State University Faculty Senate Constitution
2. Idaho State University – Approval of Full Proposal: Master of Accountancy
3. Quarterly Reports to the Executive Director
4. Higher Education Research Council (HERC) FY 2012 Budget
5. First Reading, Proposed Amendments to Board Policy III.V.3., Associate of Applied Science Degree
6. First Reading, Proposed Amendments to Board Policy III.M., Accreditation
7. Second Reading, Proposed Amendments to Board Policy III.I., Roles and Missions
8. Institutional Mission Statements
9. Second Reading, Proposed Amendments to Board Policy III.Z., Delivery of Postsecondary Education – Planning and Coordination of Academic Programs and Courses
10. Accountability Oversight Committee Appointments
11. Blackboard Consortium Agreement

**DEPARTMENT OF EDUCATION**

1. Superintendent's Update
2. Proposed Rule – IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference
3. Correction to School District Boundary – Minidoka County


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4. Appointments to the Professional Standards Commission
5. Request for Waiver of 103% Student Transportation funding Cap for Garden Valley School District
6. Request for Waiver of 103% Student Transportation funding Cap Moscow School District
7. Request for Waiver of 103% Student Transportation funding Cap Wallace School District
8. Transport Students Less Than One-And-One-Half Miles for the 2011-2012 School Year

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.


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1. Agenda Approval

Changes or additions to the agenda

**BOARD ACTION**
**A motion to approve the agenda as submitted**

2. Minutes Approval

**BOARD ACTION**

**A motion to approve the minutes from the February 25, 2011 Special Board Meeting, The April 1, 2011 Special Board meeting, the April 20-21, 2011 Regular Board meeting, the May 11, 2011 Special Board Meeting, and the May 18-19, 2011 Board Retreat, as submitted.**

3. Rolling Calendar

**BOARD ACTION**

**A motion to set May 16-17, 2012 as the date and Boise, Idaho as the location for the 2011 Board Retreat and to set June 20-21, 2012 as the date and the College of Western Idaho as the location for the June 2012 regularly scheduled Board meeting.**

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**DRAFT MINUTES**
**STATE BOARD OF EDUCATION**
**February 25, 2011**
**Special Teleconference Meeting**
**Boise, ID**

A special teleconference meeting of the State Board of Education was held February 25 2011. It originated from the Board office in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 3:00 p.m. A roll call of members was taken.

**Present:**

Richard Westerberg, President
Don Soltman, Secretary
Emma Atchley
Milford Terrell
Ken Edmunds, Vice President
Paul Agidius
Rod Lewis
State Superintendent Tom Luna

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

Review and Discuss Existing and Potential Legislation Affecting Public Education

- ***HB0188 – State Lands, Lease, Business Sales – Fund Distributions***

  **M/S (Terrell/Soltman): To oppose HB 188. A roll call vote was taken; motion carried unanimously.**

  Board member Soltman introduced this item. Tracie Bent of the Board office provided background information. She introduced Kent Nelson from the University of Idaho and Kathy Opp of the Department of Lands to discuss additional details.

  Board member Atchley asked for clarification as about this legislation. It was noted that the Department of Lands along with lobbyists for higher education have indicated this legislation is not a good one for the Board of Education to support. Kent Nelson pointed out that this legislation would inhibit the ability of the Land Board to maximize the return on this, and other land purchases, which is its constitutional mission.

  Mr. Luna indicated that this legislation came about as a result of the Land Board purchasing property that included a for-profit business that will be operating under a government contact. It restricts the Land Board's ability to be involved with commercial properties. Mr. Terrell gave examples where the state is already involved in private sector business, including Correctional Industries.

Mr. Nelson explained that it is important for the Land Board be able to diversify its portfolio and holdings. This legislation would make it very difficult for the Land Board to be flexible. Another issue relates to the utilization of endowment land. He indicated that the Land Board does not intend to operate as a business, but there are business aspects of endowment lands. He introduced Kathy Opp to give more details.

Kathy Opp explained that there are differing opinions on this legislation and the issues it relates to. She indicated that the Department of Lands is not asking the Board of Education to lobby against the legislation, but it does want to keep the Board of Education informed.

Mr. Luna indicated that this legislation is probably an over-reaction to the fact that the storage unit and business were acquired at the same time. He suggested that this bill limits the Land Board's ability to purchase commercial property; that is justification for the Board of Education to oppose the legislation. Dr. Rush noted that he had spoken about this issue with the Governor. He indicated that the Governor recognizes that this is an unusual situation; and he does oppose this legislation.

- ***SB1111 – School Bus – Sale of Advertisements Authorized***

  Tracie Bent explained that this legislation directs the Board to promulgate rules authorizing local Boards of Trustees to sell advertizing space on school buses. Should this legislation pass and be signed into Law, the Board can expect to see such rules coming through.

- ***SB1105 – Student Harassment/Bullying – Educational Effort***

  Tracie Bent explained that this legislation strengthens Idaho's existing anti-bullying laws by ensuring that districts, schools, and school personnel have a role in preventing and intervening in bullying should it occur. Changes further define intimidation, harassment, and bullying. It also adds standard language relating to the commission of an infraction. This legislation indicates that a third offense would be a misdemeanor and provides the schools more tools for addressing repeat offenders.

  Mr. Luna indicated that the Department of Education's concern with this legislation is that it waits until the third violation before raising the offense to the level of a misdemeanor. He noted this is in the amending order, so until it comes out of the amending order it would be premature to take a position on it at this time.

At this time the Board entertained a motion to go into Executive Session.

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

**M/S (Edmunds/Agidius): To go into Executive Session at 3:20 p.m. to consider the following:**

> **As Regents for the University of Idaho, to meet in executive session pursuant to Idaho Code Sections 67-2345(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent. A roll call vote was taken; motion carried unanimously.**

**M/S (Agidius/Atchley): To go out of Executive Session and adjourn the meeting at 4:00**

**p.m. Motion carried unanimously.**

While in Executive Session the Board, acting as Regents for the University of Idaho consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent.

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**DRAFT MINUTES**
**STATE BOARD OF EDUCATION**
**April 1, 2011**
**Special Teleconference Meeting**
**Boise, ID**

A special teleconference meeting of the State Board of Education was held April 1, 2011. It originated from the Board office in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 3:00 p.m. A roll call of members was taken.

**Present:**

Richard Westerberg, President
Don Soltman, Secretary
Emma Atchley
Ken Edmunds, Vice President
Rod Lewis
Tom Luna – joined at 3:05 p.m.

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

1. University of Idaho – Approval of Full Proposal: Doctorate, Athletic Training

**The Board moves to approve the request by the University of Idaho to create an advanced clinical doctorate in Athletic Training as set forth in the (attached) Full Proposal.**

**M/S (Atchley/Lewis):**

**Discussion:**

Ken Edmunds stated that the rigor of the coursework may have some concerns. He also stated that this is a self funding program

Rod Lewis commented to Mr. Edmunds' point that one of the changes the Board thought was important was the requirement that the entry qualification be a master's degree either in the accredited entry level masters in athletic training or a post professional education counsel accredited master's degree in athletic training in a closely related field, or three years of professional athletic training experience. Mr. Lewis acknowledged that this was one of the important steps the University of Idaho had taken for this program and wanted to make sure everyone was aware of it.

Mr. Westerberg asked if anyone had additional questions or comments.

Ms. Atchley mentioned the university is planning on eliminating its bachelor's program in athletic training so as to concentrate on the graduate level and felt that move was wise because of the nature of the changes going on in the athletic training field.

Mr. Westerberg asked if there were any further questions or comments from the Board. Hearing none, Mr. Westerberg asked for a roll call vote on the motion.

The motion passed with a five-to-one vote. Mr. Westerberg voted nay on the motion, with all others voting in the affirmative. The motion was passed.

## PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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

Don Soltman deferred to staff on an update of the various legislative items.

**Discussion:**

Superintendent Tom Luna updated the Board briefly on public school reform status stating that the third and last piece of legislation had passed the House committee with a 12-6 vote and was recently approved today on the House floor at 44-26. He further stated the last of the three bills is heading to the governor's office for signature. Mr. Luna suggested the Board sit down together soon to review a future task force and likely workload as related to this legislation. Additionally Mr. Luna indicated the budget for the Department of Education was approved by both the House and the Senate and that JFAC had set the budget for K12 education and on Monday and it would be headed to the Senate.

President Westerberg asked if there were any questions for Mr. Luna. Hearing none, he asked Dr. Rush to proceed with further updates.

Mike Rush updated the Board on two items from JFAC. He indicated that the motion to increase public school funding by $10 million which would have come from the Public School Cooperative Facilities Fund and a separate motion to increase Higher Ed funding by $10 million which would have come from excess money in the Veterans Administration Account both failed in JFAC.

Dr. Rush informed the Board that the Joint Legislative Oversight Committee (JLOC) met yesterday. He indicated they are the committee who determines what kinds of interim studies the Office of Performance Evaluation will conduct. The JLOC committee has decided to conduct a study on equity funding for higher education.

Mr. Edmunds referred to the JLOC study as the "funding formula issue" and encouraged the Board members to take a leadership role in that study.
Dr. Rush informed the Board that House Bill 222 regarding firearms on campus failed in the Senate committee.

Dr. Rush updated the Board that the Appropriations bill for OSBE and Higher Ed has passed. He commented that the Higher Education Appropriations bill was structured differently than it had been in the past in that each of the four institutions in the college and university budget were broken out in the appropriations bill. In the past it has always been just a single appropriation for the State Board to distribute. Additionally, there is a new section IV which provides the Board

with exemptions from program transfer limitation which means essentially the state Board has unlimited transfers between the programs. In effect, the Board can move money amongst those categories at will.

Dr. Rush updated the Board on HB 328 which clarifies conditions and fees for public records requests. Dr. Rush indicated he felt the changes were reasonable

Dr. Rush updated the Board on HB 159 which allows the Board office to use the same contractors as its institutions and allows faculty to work in the Board office and to return to their institutions with a similar rank and tenure. He indicated it had passed the House and Senate unanimously after he was given an opportunity by Senator Goedde to explain to the legislators the bill in detail.

Dr. Rush discussed requests from Voc Rehab requesting the renal disease program be moved to Health and Welfare. Dr. Rush felt that the issue would move ahead based on the intent language.

Dr. Rush also mentioned a bill by Representative Wendy Jaquet to study the merger of Voc Rehab and the Commission for the Blind. The bill proposing the merger previously failed in the committee.

Dr. Rush indicated those items concluded the legislative update for the Board members.

President Westerberg asked if there was any further discussion regarding legislation. Hearing none, he asked if there was other business to be discussed. Staff indicated no further business.

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

**M/S (Atchley/Luna): To adjourn at 3:17 p.m. Motion carried unanimously.**

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

A regularly scheduled meeting of the State Board of Education was held April 20-21, 2011 at the University of Idaho in Moscow, Idaho.

**Present:**
Richard Westerberg, President
Don Soltman, Secretary
Bill Gossling
Tom Luna, State Superintendent
Ken Edmunds, Vice President
Emma Atchley
Milford Terrell

**Absent:**
Rod Lewis

**Wednesday, April 20, 2011**

Board President Westerberg called the meeting to order at 9:00 a.m. He introduced the newly appointed Board member, Bill Gossling and welcomed him to the Board. Mr. Gossling took a few minutes to share about his background and experiences.

**BOARDWORK**

1. Agenda Review

**M/S Edmunds/Soltman: To approve the agenda as printed. Motion carried unanimously.**

2. Minutes Review

**M/S (Edmunds/Atchley: To approve the minutes from the February 16-17, 2011 Regular Board meeting, and the March 11, 2011 Special Board meeting, as submitted. Motion carried unanimously.**

3. Rolling Calendar

**M/S (Edmunds/Atchley): To set April 18-21, 2012 as the date and the University of Idaho as the location for the April 2012 regularly scheduled Board meeting. Motion carried unanimously.**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

**Section II – Finance**

Board member Terrell introduced this item. He explained the Board would hear presentations from all the institutions prior to considering their recommendations and taking action.

**Eastern Idaho Technical College (EITC)**

Burton Waite, President of EITC introduced the new Vice President of Finance and Administration, Jim Stratton. President Waite referred the Board to the agenda materials related to EITC for their information. He noted that EITC is requesting a tuition/fee increase of 5% for full-time students and 4.7% for part-time students.

Mr. Waite indicated that the technology aspect of the operation of the institution is where the majority of the emphasis of the fee increase is directed. He explained that EITC is doing a number of things to control costs. It is working to be efficient with the plant facilities and identifying in each building the needs and the priorities for improvements and costs savings. Mr. Waite noted that EITC went through a restructure at the institution and downsized administration. The College is directing more resources towards instruction.

Mr. Waite explained that EITC is a technical college; it works with numerous advisory committees. Its placement rate is 90%. The College does a good job meeting the needs of the region by balancing employment needs, programs, and student placement. EITC is always concerned about fee increases and the impact on students. However, the reductions for state dollars as well as federal Perkins dollars will have significant impact on all the technical colleges in Idaho. EITC is concerned about how to manage those reductions. In order to continue and maintain their operation, EITC feels the fee increase it is recommending will allow the College to do that and also keep the cost of education at EITC reasonable.

Board member Terrell asked for clarification about the non-resident tuition. Mr. Waite explained that EITC has very few non-residents coming to their institution; students coming in from out-of-state pay the out-of-state rate. Mr. Waite explained that the non-resident tuition amount is paid in addition to paying the regular semester fee.

Board member Soltman asked about the scholarship pool available to entering freshmen. Mr. Waite noted that for the coming year it will be about $300,000, which is down significantly from last year. He pointed out that last year scholarship funds included money from the Albertson Foundation.

Board member Atchley asked about the enrollment cap. Mr. Waite indicated it varies by program and sometimes it varies by year. Each program has an advisory committee which advises EITC about the current and changing job market. Enrollments are adjusted as much as possible to meet the job market needs.

Board President Westerberg how program caps will effect total enrollments in the coming year.

Mr. Waite indicated the College expects the enrollments to be about the same as the previous two years. Mr. Westerberg asked if the budget increase or fee increase includes salary increases. Mr. Waite emphasized it does not pointing out that there haven't been salary increases or bonuses for the last two years.

Mr. Terrell asked what happens to EITC if it goes past the flat rate in terms of enrollment. Mr. Waite indicated that the allocations will be the same as noted in the agenda materials. The PTE fees are used for instruction, for the students.

Mr. Waite concluded by asking the Board to support its recommendation to increase the fees at EITC.

**Lewis-Clark State College (LCSC)**

Dr. Tony Fernandez presented the request for LCSC. He introduced Trudy Alva, Chet Herbst, and Janelle McCoy to provide additional input. Dr. Fernandez indicated that LCSC is seeking a 7% fee increase.

Chet Herbst explained the rationale for LCSC's request. The College is asking for a 7% increase. The strategy is to recover a portion of the operating budget rather than asking for the full amount. This will help to sustain access for students with the most economic challenges. Mr. Herbst noted that LCSC has continued to make cuts in staff and services throughout the year to avoid significant new program cuts or stretch-outs.

Mr. Herbst pointed out that LCSC's objective is to maintain a current operational focus. He explained that because it is a small campus LCSC is able to provide a one-on-one attention to its students. He noted it has close to a 100% placement rate and generates both academic and PTE graduates.

To keep the operational tempo reasonably steady LCSC will have to dip into the already limited reserves to keep the lights on. The College is lean on staffing, lean on salaries, and lean on reserves. Mr. Herbst noted that LSCS and has a higher dependence on appropriated dollars; it also has the lowest tuition rate of the four-year institutions. As a result, in times of financial hardship LCSC is more adversely affected than the other four-year institutions.

Mr. Herbst explained that funds are needed to meet the unfunded MCO requests: inflation, replacement capital, enrollment workload adjustment, and base reduction. To keep even, LCSC would need a fee increase of 18.9% to meet unfunded MCO request. What LCSC is actually asking for is 7%. One reason for keeping it at 7% is the concern about student access and affordability for those for who any increase is an economic hardship.

The challenge of the LCSC staff is to avert, avoid, delay or put off the impact of the lack of funds, including the maintenance of operations, facilities, etc. The institution is attempting to be fair about spreading out the impact so there is minimal damage and there is a balance in the pain. The goal is not to keep even or to expand, but to avoid significant harm to programs.

Mr. Herbst noted that LCSC continues to seek out grants, gifts, and other means to bring in funds. In terms of the impact of the 7% fee increase, LCSC assumes it will have a 0% increase in enrollment, no increase to student activity fees, estimated increased revenue of $960K, and approximately 1% (about $130,000) of the increase going to fund scholarships.

In terms of the impact on students, LCSC will still have the lowest tuition of the four four-year

institutions in the state. Its fees will remain below the averages for Idaho, the WICHE region, and the peer institutions around the country. Other costs at LCSC are being controlled as well, including housing, meal plans, textbooks, student health insurance, and parking.

Dr. Fernandez noted that LCSC is ranked as the most affordable four-year college/university in Idaho in the Lumina Report and it provides quality affordable education opportunities to the citizens of Idaho. If the Board does not grant this request, even drastic cuts will need to take place by LCSC which will be extremely detrimental to the institution and its students.

Board member Terrell asked about the athletic fees. Mr. Herbst indicated that no increase at all will take place in athletics or in any of the student activity fees. The enrollment growth helps take care of athletics.

Mr. Terrell raised a question about scholarships and LCSC's strategy. Dr. Fernandez indicated that a portion of the strategy has to be fee increases. If the trend continues the resources are going to have to come from fee increases as well as seeking funds from other sources such as grants, donations, gifts, and foundation funds. He pointed out that LCSC also understands it may need to continue to make cuts. He noted that should the economy improve, the College intends to try to roll back the fees and tuition.

Mr. Terrell asked about the flat enrollment estimate. Dr. Fernandez indicated that LCSC has been modest over the years in making the assumptions of what the enrollment increases would be. It is not justifiable to make large assumptions because past performance is no guarantee of future performance; He pointed out that LCSC is trying to be realistic.

Board President Westerberg referred to a chart provided in the Board materials outlining the trends of historical funding by the Legislature. He noted that there were a number of points to consider in terms of the end funding. He indicated he was doing a risk analysis in his mind and Mr. Herbst agreed that LCSC has also considered a number of the same things and the same risk factors. Mr. Herbst emphasized that LCSC does not want to go to the students to fill all the gaps. Mr. Westerberg asked if the enrollment projection by LCSC is realistic. Dr. Fernandez indicated it is.

Mr. Westerberg asked about needs-based scholarships. Dr. Fernandez explained about the make-up of the student body and how all the revenues are used. Janelle McCoy, Student Body President, pointed out that the students would like to see more merit based scholarships available because many LCSC students tend to fall into gaps in terms of scholarships based on need.

Ms. McCoy indicated that the students at LCSC understand that due to the lack of funding support from the government, it falls to the students to provide additional support. The students passed a resolution related to that understanding.

Mr. Westerberg asked about summer and part-time tuition increases and how to increase summer session participation. Dr. Fernandez indicated the College is looking at ways to accomplish that.

State Superintendent Luna asked about online learning and what LCSC is doing to stretch their education dollars. Dr. Fernandez explained that LCSC has secured funds over the past few years to increase the band width that comes to the College. Funds have also been secured in several districts for high schools to hook up to the network in the state. The College has also worked with UI to access equipment that will allow for live delivery of video courses. And as a

priority LCSC has increased its online participation to the point of evaluating how to manage online coursework with the face-to-face component. The PACE program is one of their most successful programs.

Mr. Luna asked about requiring students to take online or blended courses each semester to address financial issues. Dr. Fernandez indicated that LSCS has not done that because it is not necessary. Students are flocking to take online courses. Mr. Luna urged LCSC to make it a requirement. Dr. Fernandez noted that there are some classes that are only available online. Dr. Fernandez pointed out that because that is already happening, there would not be any additional cost savings at this time.

**University of Idaho (UI)**

Dr. Duane Nellis introduced Samantha Perez newly elected Student Body President, Steven Parrott outgoing Student Body President, along with Keith Ickes and Lloyd Mues.

Dr. Nellis noted that UI is trying to preserve things at the University. He explained that over the past decade there has been a fundamental change in the funding paradigm in Idaho, and nationally as well. As the amount of state funds has decreased, the amount of tuition/fee funding has increased. He noted that endowment funding has also decreased. Dr. Nellis noted that over the past decade, the purchasing power of students is down.

Dr. Nellis indicated that UI has addressed the funding situation by eliminating positions, closing programs, limiting hiring, reorganizing colleges, eliminating classes, and invested in energy savings to reduce future costs. The transformational changes include promoting entrepreneurial thinking to cut costs and raise revenues; increasing class and program efficiencies; expanding online and dual courses; refining interactive learning opportunities; revamping the financial aid program; restructuring research and economic development; overhauling recruiting and enrollment processes; and increasing community involvement.

Ms. Perez explained that one of the things the students will work on this year is evaluating the student activity fees to see if those activities actually benefit the students. Fees going to activities that are not beneficial will be redirected.

Dr. Nellis discussed the fiscal challenges UI is facing including reduction of state funding, increases in costs, the need to use reserves and bridge funds, and other unfunded state obligations. Dr. Nellis referred the Board to the current tuition and fee package.

Stephen Parrott discussed the proposed fee increase for this year. An 8.4% fee increase is proposed for resident students; the non-resident fee increase is 8%. The graduate fee proposed fee increase is 15%. The breakout of the student activity fee is $5.26 per year per student. It is part of the tuition and fee package. The technology fee and the facility fees are not increased. Mr. Parrott explained that the proposal was taken to the open forum for students to allow them the opportunity to respond. He noted that there has been a very positive response; they would rather see an increase than to see things get cut.

Dr. Nellis indicated that if the fee increases are approved, UI's FY 12 tuition and fee rates still fall below the peer institutions fee and tuition rates. Dr. Nellis discussed how the fee increase will help UI meet the challenges. The internal budget cuts for FY 2012 based on the proposed fee increase will be $1.8 million. UI is building for the future. The University continues to be highly ranked for what it offers: the return students have for their investment; the quality of the education opportunities it provides; and its reputation nationally. UI wants to preserve what it

has. This proposal has been thought through very carefully.

Steve Parrott thanked the Board for allowing them to attend the meeting. He pointed out that UI is very unique and has a great partnership between its students and administration. Administration has been open to listening to the students and their concerns. Ms. Perez mentioned the student approval for this proposal has been overwhelming. There were no major objections because the students understand that administration has been transparent, willing to work with the students, and to listen to their concerns.

Board member Terrell raised a point about the enrollment assumption. Dr. Nellis indicated that the funds that come in will be used as outlined in the proposal even if the enrollments are higher than estimated. Mr. Nellis added that UI is using a different approach to recruit new students.

Mr. Terrell asked for clarification on the Kibbie Center operations. Mr. Parrott pointed out the Kibbie Dome is the ASBU Kibbie Dome and used for many other events, classes, and activities in addition to athletics. Mr. Terrell asked why the Spirit Squad is funded with student activity fees and Mr. Parrott explained that the Spirit Squad helps with recruiting, and performs at other student activities beyond sporting events. Ms. Perez explained that UI does not fund the Spirit Squad fund so the students voted to fund them.

Mr. Terrell asked about UI's strategy if the economic situation continues. Dr. Nellis noted that the Board needs to look at the transformational activities and programs that UI has initiated because they could generate revenue and offset costs. UI hopes to increase the out-of-state enrollments as well to increase revenue through gifts, grants, and foundation support. Dr. Nellis noted UI will continue to do business differently. He expects there will be increasing costs such as deferred maintenance, utilities, technology and software etc. And, while UI is working with contractors and vendors to keep those costs under control, the needs won't go away. Also, there have not been salary raises for staff in nearly five years and there are serious consequences related to that as the University continues to lose staff to other states.

Board member Edmunds asked about the multiplier used for non-residents and Mr. Ickes noted that the basic fee package is charged to every student; then the non-resident fee package is added on top of that.

Mr. Edmunds asked about the direction all of the institutions are going noting there seems to be a lot of duplication. He suggested that there should be serious talk about whether growth is the right thing. In terms of the overall cost of education in the state, if there was a different approach with more focus on programs and less focus on growth, there could be significant costs savings.

Ms. Atchley asked about the online courses offered at UI and whether an online course offered by one institution can be transferred to another institution in the state. Dr. Nellis noted that there is complete transparency, and transferability isn't an issue. However, there are some for-profit institutions where it is an issue. In terms of costs savings, Dr. Nellis noted that there is such a range of online courses and such a variety in the types and requirements, online learning does not always guarantee that there will be a cost savings. It varies significantly depending on the subject matter, the design of the course, the enrollment in the course, the teaching staff, the assessment, etc. Provost Baker noted that there is confusion when the term online is used; it is good for some courses, and not good for others. Online learning is not watching a video. A lot of active teaching is required and so there is cost factor there.

Board President Westerberg expressed his appreciation in having the students involved in the decisions and the Board presentation. He asked about the use of student tuition to fill the gaps.

Dr. Nellis explained that UI used $4.2 million of its reserves this past year to fill in the gaps. It hopes to make up some of the loss of those reserves funds so they won't drop too much lower.

Mr. Westerberg asked about ways to increase summer enrollments and summer rates. Provost Baker indicated that UI doesn't believe price is the lever because it is already pretty low; so it is looking at place, price, and promotion. It is also looking at distance education as well in terms of summer courses.

Board member Terrell raised a point about the institutions going to self-funding of athletics. Steve Parrott noted that there would be immediate concerns for the students if that were the case. Currently, students benefit significantly from athletics. If the funds go away, students would have to begin to bear more of the cost in order to attend events. Also, the additional uses that students are able to take advantage of within the athletic department are important.

Mr. Edmunds returned to the idea of revenue streams and costs streams; on the student side there are costs streams and grant/financial aid streams. Some of those grant/financial streams are drying up or diminishing significantly for students. The bottom line is how do students afford to go to school? The debt load when students come out of school is a serious issue. Mr. Ickes indicated that UI will have a research project underway to study this issue.

Mr. Luna asked if UI has looked at BYU-Idaho's three semester system. Students are assigned which two semesters of the three they can attend; there is no summer school option. Provost Baker indicated UI has looked at this; but traditionally their students go home and work in the summer. Dr. Baker indicated UI may not have the same flexibility as BYU-Idaho in telling students they can only take two semesters when there are three semesters available.

**Boise State University (BSU)**

President Bob Kustra introduced Stacy Pearson, Vice President of Finance and Administration, Brandie Van Order, newly elected Student Body President, and Emily Walton, Secretary of ASBU external communications, Chris Rosenbaum, Director of Budget, Martin Schimpf, Interim Provost.

Dr. Kustra agreed that BSU, like the other institutions, are struggling with the new normal. He noted that the reduction in the appropriation is not the only problem; but also the lack of recognition on the part of the Legislature that significant numbers of students are coming to BSU and the Legislature refusing to provide funding for BSU to enroll them. He also noted that BSU's strategic plan was written at a time when the economy was better; it needs to be updated to reflect the current situation and trend. Dr. Kustra pointed out that BSU can no longer expect to be a research institution in all areas; it can no longer think about offering graduate degrees or doctorates in all areas. The expenses these kinds of programs incur make it impossible to fund them. The technology needs in the Valley requires BSU to focus more on science and engineering because the technology demand is where the greatest need is now.

BSU knows its area of emphasis is changing. BSU is looking at teaching loads and class size; class size is growing all across the campus. BSU has over a 1000 online courses and that number will continue to grow. It is impossible to say whether BSU has saved money with online courses because of the up front investment and set-up costs. Dr. Kustra noted that if a graduate degree program is offered elsewhere in the region it may be that BSU does not have to continue to offering those courses or programs any more. He suggested that it will take a chancellor-like system on the part of the Board that willingly imposes upon the institutions some of the recommendations that have been suggested.

Dr. Kustra mentioned the tuition costs and the price. He suggested that higher education does not price its product realistically. The institutions must determine actual costs and what it takes to do something; and the Board must agree to help meet the costs. Currently, there are no differential costs between programs, and no difference in what a freshman/sophomore pays compared to a junior/senior. He suggested that perhaps there ought to be because the upper level courses are more expensive to deliver. Dr. Kustra shared that another way to look at solving the financial crisis is to decide which institutions will recruit and enroll the bulk of non-resident students and which ones should focus more on resident students.

Dr. Kustra noted that BSU is asking for a 5% increase across the board. He emphasized that it really is not fair to put more of a burden on the students. He shared that it is wrong-thinking on the part of the Legislature that higher education always has tuition and fees to fall back on. Higher education in Idaho is on the bottom of the pile in terms of the budget approval process undertaken by our state government. Dr. Kustra suggested that Idaho needs to go back to the basics. It needs to look at the funding mode and needs to look at the base-plus model.

Stacy Pearson discussed the particulars of what BSU is requesting. The part-time increase is 3%; the resident undergraduate proposal is 5%. The increase is needed to address the enrollment increases, to off-set the lack of funding from the state government, and the detrimental impact of the holdbacks over the year. BSU had a 40% increase in applications in new and transfer students. BSU plans to stay with its core principles and identify efficiencies, reorganize functions, reduce administrative effort, and continue to review the academic offerings and requirements including class size, curriculum, and course delivery model.

Ms. Pearson noted that even though BSU budgeted for a 2% enrollment growth in FY 2011, it actually had closer to a 5.6% enrollment growth; it may see a 3-4% enrollment growth this year. The revenue is targeted to mitigate the state budget reduction for FY 2012 and the total unfunded enrollment workload adjustment, and to partially fund the needs and services related to enrollment growth.

The alternative calendar is under review at BSU. Online learning will continue with students taking at least one online course. Alternative schedules such as evenings and weekends are even more popular to take advantage of the physical plant. The summer and inter-session programs have seen increasing enrollments as well. BSU was listed by U.S. News ad World Reports as among the top colleges and universities for its innovated and promising efforts.

Brandie Van Order spoke about the process of the fee request and noted that the students were fully involved. The students actually proposed a larger increase, but Dr. Kustra determined to come in at a lower number. Ms. Van Order said students want to obtain a quality education and degree. They don't like to see the burden increase; but, they recognize the need to meet the costs.

Emily Walton noted that BSU needs to receive a more equitable distribution of the state funds that are available. Right now that is not the case. It has the largest number of students of all the other universities and colleges. Students value their education and so they are in agreement with the increase.

Board member Terrell asked for clarification on how the funds that came to BSU as a result of the unanticipated enrollment were used. Ms. Pearson explained that when BSU does its budgeting process, they do it by priority. It is based on an estimated enrollment and tuition growth. If the actual enrollment is higher than estimated, the funds are looked at in terms of the

priorities on the lists. For the most part BSU waits to see what the actual annual amount will be. In this case, some of these one-time funds were moved into other areas, but not outside the educational needs. It did not go towards athletics.

Mr. Terrell asked how BSU feels about taking away state funding from athletics. Ms. Pearson noted that currently the budget that goes to athletics is a little more than 2%. It is used primarily to hire coaches. When the student fees are added into that, there is not a lot of opposition to that because the students do benefit from the athletic programs and events. She pointed out that the institutions are limited by Board policy as to what they can put towards athletics, and there are requirements that are mandated by the federal government that must be taken into consideration as well.

Ms. Pearson pointed out that the athletic programs, activities, and events benefit to the university, the students, and the community. They are an entity of the university. Ms. Pearson noted that the challenge is take a long-term view because athletics does brings returns to the institutions. Ms. Van Order noted that students would not agree with zero support for athletics. It is something the students enjoy; they benefit from it. It's part of their community and it would be disappointing to have it go away. She is confident that the students would be interested in looking at the costs involved and how or where there could be cuts.

Dr. Kustra indicated that he could live with a State Board decision to remove funding support from athletics even though it would place a greater burden on the institutions to find the funds elsewhere. However, the Board should be aware that such a move would hand over to the donors more control over athletics than they should. In removing the one mechanism that puts some safe-guards and oversight around to the programs, the Board would open up a can a worms. Dr. Kustra pointed out that you can see evidence of those very types of problems in other universities throughout the country where the donors exert influence, call the shots, and place the athletic directors in a position where they have to placate the donors to a huge degree.

Board member Soltman asked about the impact of ongoing costs and how are those costs addressed. Ms. Pearson noted that is always a concern and it is a long-term process in terms of planning. BSU still needs the academic space and the campus master plan is in the process of being updated. Dr. Kustra explained that he has lobbied the Legislature for occupancy costs funding the last eight years. He understands that it really is the responsibility of the institution to run the buildings they build, unless they are state mandated buildings. He noted that BSU continues to build occupancy costs it into its budget.

Board member Atchley asked about the number of students taking full-time credit load and how that works into their thoughts about the cost of education. Ms. Pearson indicated it is a large portion. Also, there is an increase in the number of students taking credit hours. BSU will get those numbers to Ms. Atchley. Ms. Atchley asked how funding relates to the graduation rate. Ms. Pearson said enrollment workload adjustment is used to get the students into the door and into the classroom. New money helps BSU move further towards increasing the graduation rates.

Mr. Luna raised a question about state stimulus dollars. Ms. Pearson noted that BSU received 4.3 million one year and 1.3 million the next, but those were one-time funds to help get BSU through the reductions. Board member Soltman asked if BSU has been using its reserves. Ms. Pearson indicated that was the case, particularly this year. Board member Edmunds clarified that BSU is projecting to operate at a deficit and part of that will be from reserves. Ms. Pearson noted that BSU will probably draw about 2.8 million from reserves. It could do used its reserves for part of its funding for a few years; but the hope is not to do that too many more years.

Board member Westerberg agreed with Dr. Kustra about the point of funding education based on the actual costs. He also suggested that BSU may be one of the universities that could operate like BYU-Idaho and force students into the three semester system.

**Idaho State University (ISU)**

Jim Fletcher, the Financial Vice President, and Barbara Adamcik, the Interim Provost of Idaho State University, presented the fee/tuition request for ISU. Dr. Vailas was unable to attend the Board meeting for personal reasons. Student body officers Cassy Yanke, current ASISU President, and Shawn Stokes, newly elected ASISU President, were also introduced. Mr. Fletcher explained the process that ISU used in both the ISU budget development and fee setting processes. He noted there will be a new budget consultation council with elected members as a tool to optimize budget decisions.

Cassy Yanke explained that ASISU understands the reasoning for the increases. She noted that an open forum was held at ISU and also at the Idaho Falls campus to gather input and recommendations. The general understanding of the students is that the increase is needed to maintain and grow the University. She thanked President Vailas and the ISU administration for their efforts to offset the tuition increase by providing opportunities for students related to career guidance and employment opportunities.

Shawn Stokes indicated that his goal is to make sure ASISU is transparent to the students. One way to accomplish this is through the representation they have on the various councils, particularly the budget council. He noted that students do have a say in the many different aspects of campus life and decision making.

Mr. Fletcher discussed the process for determining tuition and fee increases. There was agreement that as the institution decided to make budget cuts and reductions, there would be reductions in the percentage increase of the fees and tuition recommendations. They call this process linkage. Mr. Fletcher noted that there are many factors that were taken into consideration, among them the aging infrastructure of the campus, the services that need to be provided, and reduction in state funds.

Improvements to the infrastructure, enhanced services, improvement to the emergency notification system, upgrades to the campus student equipment, online registration including online financial aid processes all took place in FY 2011. Also the transcript request system is now entirely online, as is the ability to run quarterly financial statements online. Enhancements to these services and others will continue to take place in FY 2012.

Mr. Fletcher noted that the changing financial picture and the new normal it terms of funding sources has required the University to continue looking at ways to meet the challenges with new approaches. They are proposing a 7% increase for resident full-time students; and, and increase of 6.2% increase in part-time credit hour fees. This posture is what is required to put ISU where it needs to be. ISU sees itself as still competitively priced against its peers.

ISU looks at what the net price is when all things are considered. The uncertainties related to decreases in federal financial aid is going to have a serious impact, but just what that will be is not known. One of the strategies ISU has taken to offset the reductions to financial aid is the Career Path Intern program for students.

Looking beyond this, the overall budget challenge to be address includes the legislative base

budget reduction, loss of federal stimulus funds, and unfunded other needs. This need would be addressed with the 7% fee and tuition increase. ISU is also planning for over two million in budget reductions. One of the restructuring challenges that was undertaken had to do with the lack of a focused recruiting function. That has been addressed with the addition of a recruiting function with very active recruiters working all throughout Idaho as well as in a number of states and also internationally. It is hoped that this will produce enrollment increases.

Mr. Fletcher shared a number of transformation changes that are underway at ISU to change how decisions are made and operations are managed. Some of these include implementation of a new unified University Policies and Procedures Manual, continued strategic balance of staffing and enrollment, and increases in professional fees. FY 2012 budget priorities focus on balance and not putting the burden on the students. Budget reductions allowed for bringing that down. ISU will maintain and enhance student services, preserve the core faculty, and avoid layoffs and furloughs. ISU is not spending anything out of its reserves.

ISU is trying to address key points of stress on affordability. The Career Path Internship (CPI) program is one of those points. It enhances the educational experience that a student has. The CPI program is strongly supported by the faculty, staff, and students. The FY 2012 budget proposes a funding increase for the CPI program. It has already been noted that it will offset some of the significant cuts coming in financial aid.

Mr. Fletcher explained that all of this is taking place in the context of declining public support for public education. The institutions need to plan on how they will survive the transition. ISU's strategic plan will include a major strategic budget initiative to position ISU next year to see what actions can be taken next year outside of normal. The deans will consider how they will strategically position themselves for further reductions over the next 5 years. On the plus side, the institution wants the deans to also look at how they can fund significant unmet University needs. There will also be continued focus on fund raising, goal setting, monitoring levels which will drive additional increases.

Board member Terrell asked about the headcount over the past few years where there have been decreases a number of times. Mr. Fletcher indicated that last year's decrease had to do with the state's reclassification. Mr. Terrell asked for clarification about student tuition and intercollegiate athletics. Mr. Fletcher noted that Mr. Terrell was looking at the yearly numbers and he was talking about the semester numbers.

Mr. Fletcher noted that if there is more money coming in than anticipated, it will go to education. If there are more applications, how can there be a flat rate estimated for headcount. Mr. Fletcher explained that there are three pools they are seeing in applications. The international applications are up significantly. The others are out-of-state, but domestic. The largest number is still in-state. When ISU tries to get to the enrollment number, there is always a fall-out between the number of applications and the numbers of enrollments.

Board member Edmunds asked about the updated 2011 enrollment numbers. Mr. Fletcher indicated that ISU's budget assumption was to hold it flat. He explained that the part-time enrollments are up and the non-resident enrollments are up. The flatness of the FTE is strictly full-time enrollment. The prediction is based on the fact that the mix has changed. Related to the applications on a weighted basis, ISU believes it will be up slightly.

Mr. Luna asked if ISU factored in the stimulus dollars when it showed the cuts. Mr. Fletcher indicated they had not. They received about the same amount as BSU.

Mr. Edmunds wondered about the trend of international applications. ISU is strong in its confidence because of last year. There is a tremendous increase in responses, inquiries, and the work of alumni nationally and internationally to recruit higher numbers.

Board President Westerberg asked about the use of reserves. Mr. Fletcher indicated that ISU's decision not to use reserves resolves around philosophical grounds and situational standings of the institution. ISU has been low on reserves in the past and it does not want to go back to that position. It proved detrimental in years past; it doesn't want to target the reserves as a source of funds; rather they want to increase the reserve funds. The plan to increase reserve funds will be made by the budget consultation committee.

Board member Atchley asked about the amounts spent on instruction versus administration over a ten-year period. She noted that ISU's administration numbers appear to have increased more than the instruction numbers. Mr. Fletcher suggested that may be due to a mistake in the way the funds were identified. He will check on that and let Ms. Atchley know.

Board member Terrell thanked the presenters. At this time Mr. Terrell asked for a short break to work on the motions prior to making them.

Student Tuition and Fee Rates (Academic Year 2011 – 2012)

Overview

**M/S (Terrell/Soltman): 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. Motion carried unanimously.**

Idaho State University – Student Tuition and Fee Rates (Academic Year 2011 – 2012)

**M/S (Terrell/Soltman): To approve the annual full-time resident student fee rates for FY 2012 for Idaho State University at an overall increase of 7%, to include tuition, facility, technology, and activity fees for a total dollar amount of $5,796; and to approve the annual fulltime student fee rate for nonresident tuition of 7 % for a total dollar amount of $11,236. Motion carried 6-1 (Edmunds voted Nay).**

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

Boise State University – Student Tuition and Fee Rates (Academic Year 2011 – 2012)

**M/S (Terrell/Edmunds): To approve the annual full-time resident student fee rates for FY 2012 for Boise State University at an overall increase of 5%, to include tuition, facility, technology, and activity fees for a total dollar amount of $5,566; and to approve the annual fulltime student fee rate for nonresident tuition of 10% for a total dollar amount of $10,400. Motion carried unanimously.**

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

Lewis-Clark State College – Student Tuition and Fee Rates (Academic Year 2011 – 2012)

**M/S (Terrell/Soltman): To approve the annual full-time resident student fee rates for FY 2012 for Lewis- Clark State College at an overall increase of 7%, to include tuition, facility, technology, and activity fees for a total dollar amount of $5,348; and to approve the annual full-time student fee rate for nonresident tuition of 7% for a total dollar amount of $9,532. Motion carried 6-1 (Edmunds voted Nay).**

**M/S (Terrell/Soltman): 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. Motion carried unanimously.**

Eastern Idaho Technical College – Student Tuition and Fee Rates (Academic Year 2011 – 2012)

**M/S (Terrell/Edmunds): To approve the annual full-time resident student fee rates for FY 2012 for Eastern Idaho Technical College at an overall increase of 5%, to include professional-technical education, technology, and activity fees for a total dollar amount of $1,932; and to approve the annual full-time student fee rate for nonresident tuition of 5% for a total dollar amount of $5,146. Motion carried unanimously.**

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

University of Idaho – Student Tuition and Fee Rates (Academic Year 2011 – 2012)

**M/S (Terrell/Soltman): To approve the annual full-time resident student fee rates for FY 2012 for University of Idaho at an overall increase of 8.4%, to include tuition, facility, technology, and activity fees for a total dollar amount of $5,856; and to approve the annual full-time student fee rate for nonresident tuition of 8% for a total dollar amount of $12,520. Motion carried 6 – 1 (Edmunds voted Nay).**

**M/S (Terrell/Soltman): 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. Motion carried unanimously.**

Board President Westerberg thanked the institutions for their presentation. Bill Gossling asked that the Board thank the student leaders for their participation and involvement by drafting a letter to them to that effect. They were a key component in the decisions today. Board President Westerberg agreed and directed the Board staff to do so.

**CONSENT AGENDA**

**M/S (Edmunds/Luna): To approve the Consent Agenda as posted. Motion carried unanimously.**

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

**By unanimous consent, the Board agreed to approve the request by Boise State University for sixteen (16) new positions (16.0 FTE) and increase in term two (2) positions**

**(2.0 FTE), supported by appropriated and local funds.**

2. Idaho State University – New Positions

**By unanimous consent, the Board approved the request by Idaho State University for two (2) new positions (2.0 FTE), supported by state and grant funding.**

3. University of Idaho – New Positions and Changes to Positions

**By unanimous consent, the Board approved the request by the University of Idaho to create one (1) new position (1.0 FTE) and reactivate two (2) positions (2.0 FTE), supported by appropriated and non-appropriated funds.**

4. Alcohol Permits Issued by University Presidents

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

**DEPARTMENT OF EDUCATION**

1. Superintendent's Update – moved to end of this agenda

2. Correction to School District Boundaries

Mr. Luna introduced this item. He noted that the Idaho Tax Commission had reviewed boundaries over the last year and found errors in the legal description on a number of them. This action item serves to approve the necessary corrections in the legal description. Board member Terrell asked if the districts are aware of the boundary corrections. Mr. Luna explained this is a correction in the paperwork and will not be a surprise to any of them. It is a correction to verbiage so that it matches the facts. Board member Terrell said he will vote with the stipulation that nobody is displaced.

Board President Westerberg indicated his understanding is to make sure that the written legal description conforms to the description on the ground.

**M/S (Luna/Soltman): To approve the corrected boundary legal description for the districts as follows: the Bruneau-Grand View Joint School District, the Buhl Joint School District, the Castleford Joint School District, the Hagerman Joint School District, the Horseshoe Bend School District, the McCall-Donnelly Joint School District, the Moscow School District, the Mountain View School District, the Mullan School District, the Nezperce Joint School District, the Oneida County School District, the Orofino Joint School District, the Teton County School District, and the Wallace School District. Motion carried unanimously.**

3. Alteration of School District Boundaries – Jefferson Joint School District #251/Madison School District #321

**M/S (Luna/Gossling): 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. Motion carried 6-1 (Ms. Atchley voted Nay).**

Mr. Luna presented this item. He noted it was brought to the Board previously. It went to the voters, but was not approved at that time. It is coming back to the Board again for consideration. Mr. Luna explained that the hearing officer made the recommendation that there is justification to approve the request for annexation of property from the Jefferson Joint School District to the Madison School District. If the Board approves this motion, it will go back before the voters to decide.

Board member Atchley noted this situation was being returned to the Board after a very short turn-around time. She suggested that the Board should have stricter rules on how soon such items can be returned to the Board.

4. Appointments to Professional Standards Commission

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

**M/S (Luna/Atchley): To approve Dan Sakota 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. Motion carried unanimously.**

5. George Fox University Boise Center – Proposed MAT Plus Online Teaching Endorsement Program

**M/S (Luna/ Edmunds): 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. Motion carried 5-2 (Mr. Mr. Terrell and Gossling voted Nay).**

Board member Edmunds noted that George Fox University falls under higher education and expressed concern as to how these requests are processed. It is his understanding that issues related to higher education usually go before CAAP before coming to the Board. Board member Edmunds invited Dr. Mantle-Bromley, Dean of College of Education at UI and Provost Baker of UI to speak to this.

Dr. Baker indicated his concern isn't with the proposal, but rather the communication gap. Normally, CAAP is made aware of higher education items, but that wasn't so in this case. Dr. Mantle-Bromley explained that the standard practice for teaching endorsements/programs is to have them go to the Professional Standards Commission (PSC) to make sure the endorsements/program meets the standards. She explained that three university deans sit on the Commission; two public and one private. They are responsible to make sure the information gets back to the institutions and to CAAP. Dr. Mantle-Bromley noted that the loop needs to be formalized to make sure it happens. She noted that George Fox has been forthcoming in addressing this gap. Board member Edmunds agreed that the Professional Standards Commission did do their job. The question is how to do a better job to make sure all the provosts are informed as well.

Board member Atchley asked why this came through the Department of Education. Mr. Luna noted that the PSC is staffed by, and part of, the Department of Education. All of these policies and programs come through the PSC for their consideration and recommendation. He noted that almost anything that deals with teacher certification and endorsement goes through the

Department of Education.

Mr. Luna clarified that higher education has three or four seats on the PSC. The expectation is that the members of the PSC are communicating the information back to their representative groups. He suggested that maybe there needs to be a conversation at the PSC level about making sure that happens. Board member Edmunds noted that the reason he brought it up is because he saw an information gap and thought there needed to be a way to address that gap. He is not opposed to this item.

Board member Gossling suggested that this motion be defeated in order to allow the university presidents take the lead on this.

1. Superintendent's Report

Mr. Luna reported to the Board on Students Come First. He provided an overview of the specifics on what became law and what will be driving the K-12 education system in Idaho. He reminded the Board members that Idaho has cut or shifted over $200 million of the public K-12 schools budget over the past two years. Not only was education considerably cut; it tapped into over $200 million in one-time money to help meet the need and minimize cuts to the current system.

Mr. Luna noted it is important to put this into perspective because it has been suggested by some that if the new laws had not been put into place and everything stayed the same, everything would be fine. Mr. Luna indicated that something had to be done and there were three options to consider: continue to cut the current system; raise taxes to fund the current system; or change the system. It was decided the best option was to change the current system.

Regarding student achievement, specific areas have seen success through efforts such as the Idaho Reading Initiative, the Idaho Math Initiative, and the ISAT Remediation program. The Department of Education recognizes there is still a long way to go. The goal of Students Come First is to educate more students, at a higher level, with limited resources. The three pillars of Students Come First are: 21st Century classrooms; great teachers and leaders; and transparent accountability.

Board President Westerberg reminded the Board that the legislation passed this session allows the Department of Education to put together a task force to study the implementation of online courses. Mr. Luna indicated the task force will have 27 members. The task force will craft an implementation plan for the one-to-one technology. Mr. Luna noted that the Board of Education will have the responsibility to decide what the online credit requirement will be.

In discussing how the Board should do that Mr. Luna pointed out that the Board could recommend a number, but it needs to keep in mind that there is a standard to measure against: to have an effective and efficient education system. He suggested that working backwards from that point to decide how online courses help meet that goal is one approach the Board could consider taking.

Mr. Edmunds suggested that this is a big piece of education reform which will require substantial work. The concern is that rules are required to be promulgated so the Board needs to have something ready by August. Mr. Luna pointed out that if the Board focuses on what the law requires it is manageable. He suggested focusing on the evidence that is already there.

Mr. Westerberg noted that his concern is about dividing the issue and duplicating effort. He wondered if it would make more sense to keep the effort with the task force and have it make a recommendation. Mr. Luna explained that the Board's responsibility is to set graduation requirements. Mr. Luna also pointed out that because he is also the chair of the task force, it could be perceived as being a done-deal. So it is important to keep the two issues separate and not turn it over to the task force.

Mr. Westerberg asked how the Board wants to proceed with this. Ms. Atchley noted that the Board has to approach this in a practical manner. If it sets a minimum requirement that does not preclude students from taking more online courses, the limit can be at the lower end to start, with the understanding that it can be increased later on if necessary.

Board member Terrell said he views this as the Board's responsibility to do a small job, agreeing it might be perceived as bigger than it really is. He suggested that SDE staff need to meet with Board staff to clarify what the task is so that they can bring it to the Board with more clarity. Then, the Board can take the next steps.

Board member Gossling agreed with Mr. Edmunds that the Board needs to take an integrated systems approach. He suggested that the Board should consider what this does to the K-12 through higher education system. He encouraged the Board to look at the long-term goals of what it wants to achieve. He suggested that the key is to develop the standard and work backwards from there.

Ms. Atchley noted that a lot of the work has already been done through the legislation and what the Department of Education has already done; it is encased in law. She questioned whether the Board needed to revisit the work of other experts who have already studied the issues, researched the facts, and concluded that online learning is effective. She agreed with the analogy that education is a system; but it seems that a lot of that has been determined and put into law already by the Department of Education.

Mr. Gossling asked if online courses are designed to develop a citizen, a student with technology capabilities, or a student that is able to move on to further studies or a career. Mr. Luna read from the legislation to help clarify the points being discussed. He noted that the local level will require what courses will be taken; and a number of decisions at the local level will be factored into that. He explained that the Board just needs to set the number; the task force determines the plan for implementation.

Mr. Soltman pointed out that Provost Baker had previously discussed the Center for Online Education and the University of Idaho. He suggested his input would be helpful. Dr. Baker indicated all the universities would be glad to provide input in any way that is helpful.

Board President Westerberg returned to Mr. Terrell's suggestion that the Board direct the Board staff to put a process in place for the Board as the starting place. Mr. Westerberg requested the Board staff to follow up on that directive. He also noted that there will be a special Board meeting to discuss the proposal.

Mr. Luna provided the Board with handouts with additional information related to this item.

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

**M/S (Terrell/Atchley): To appoint Richard Westerberg as President of the Board of**

**Education for the coming term. Motion carried 6-0 (Mr. Westerberg did not vote).**

**M/S (Soltman/Atchley): To appoint Ken Edmunds as the Vice President of the Board for the coming term. Motion carried 6-0 (Mr. Edmunds did not vote).**

**M/S (Terrell/Westerberg): To appoint Don Soltman as the Secretary for the Board for the coming term. Motion carried 6-0 (Mr. Soltman did not vote).**

**EXECUTIVE SESSION**

**M/S (Edmunds/Gossling): To go into Executive Session at 5:25 p.m. to consider:**

- **Tab 1. As Trustees for Boise State University, 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.**
- **Tab 2. As Trustees for Idaho State University, 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.**

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

During Executive Session the Board considered the following: as Trustees for Boise State University, documents that are exempt from disclosure as provided in chapter 3, Title 9, Idaho Code; and, as Trustees for Idaho State University, acquiring an interest in real property which is not owned by a public agency.

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

**Thursday, April 21, 2011**

The Board reconvened on April 21, 2011. Board President called the meeting to order at 8:30 a.m. He took time to make comments related to activities, accomplishments, and achievements in the educational community over the past several months including programming awards nominations for Idaho Public Television. Mr. Westerberg then recognized former Board member, Paul Agidius whose term recently ended. He noted that Mr. Agidius served on the Board for ten years and was part of many important decisions, initiatives, and efforts during that time. Mr. Westerberg thanked Mr. Agidius for his commitment, his leadership, his friendship, and his wise counsel throughout the years. Mr. Agidius thanked the audience and the Board members. He noted that his time with the Board was memorable, and he appreciated the opportunity to serve during his tenure with the Board.

**By unanimous consent, the Board agreed to include discussion of the process related to online learning at the end of the PPGAC agenda.**

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**

1. University of Idaho Annual Report

Dr. Duane Nellis reported on the progress of the University of Idaho over the past year. He welcomed the Board to Moscow. Dr. Nellis discussed the mission of UI as a land grant research university. The priority is to ensure student success through quality education. UI has made great strides to achieve this through transformational teaching and learning, preparation,

outreach and engagement, and purposeful growth. The new strategic plan for 2011 through 2015 includes a formal strategic planning committee which will continually review the plan and progress.

Dr. Nellis noted achievements including increasing graduate enrollment, extending recruitment initiatives, and an emphasis on programs related to community and culture. They've adopted an enrollment and recruitment plan that extends beyond the Moscow campus. Over the past two years UI has seen the largest freshmen enrollments; one third of them are the first in their families to attend college. They have 81 national merit scholars. As far as retention rates, 81% of freshmen are returning.

UI has many physical locations statewide and it continues to build for tomorrow. The facilities, the research enterprise, and the campus improvements have been addressed in spite of the financial constraints. UI is in the midst of a capital campaign; it will go public with it in 2012. The campaign focuses on students, faculty, programs, and facilities.

Dr. Nellis shared about the Polya Math Learning Center which gives students structure and an appropriate delivery model to maximize success. It is a national model. Dr. Nellis discussed the UI research enterprise. He noted that the total amount of awards received in FY 2011 have benefited the University and its students during difficult economic times. UI has transformative programs related to economic development underway including the University Economic Development Council and the Laboratory for Applied Science Research. Idaho businesses have sponsored a number of startup efforts as well.

UI is a leader in partnering with other businesses and institutions. The Center for Advanced Energy Studies in Idaho Falls (CAES) is one example and INBRE (the Idea Network) is another. UI has educational partnerships with WSU, BSU, and BYU-Idaho. Outreach and engagement are part of the mission of UI as a land grant university. Extension programs have earned national recognition. Budget line items that support key programs were mentioned.

Board member Soltman thanked Dr. Nellis for his report.

2. Presidents' Council Report

Burton Waite, President of EITC, presented the Presidents' Council report on behalf of the institutions. He referred to the written report in the Board agenda materials. He briefly highlighted results of the April meeting noting that Lt. Governor Brad Little met with the Presidents. In addition, there was a report on the legislative items that passed this session that will affect higher education. Mr. Waite thanked the Board for its support during the legislative session.

Dr. Kustra asked for time to discuss a point raised at the previous day's meeting which related to an online teacher endorsement program being offered at George Fox University. He noted that BSU does offer an online program as well. Board member Terrell noted that he had voted against the item related to that topic yesterday. He suggested that the agenda item should come back to the Board.

Mr. Luna explained that SDE approves multiple programs that are offered elsewhere. Those items routinely come before the Board. The question yesterday had to do with the process of the PSC informing the institutions. Approving the online program at George Fox doesn't preclude the other institutions from offering the same types of programs. Board member Gossling noted his concern from yesterday's meeting had to do with the cost. He suggested the

Board go back and revisit that point. The Board should look at ways to offer the endorsement within our institutions. Dr. Fernandez pointed out that all the institutions have teacher education programs.

Mr. Luna explained that what the Board is discussing is a teacher getting an endorsement in a particular area. He reiterated that the PSC offers dozens of endorsements across the state and teachers have multiple ways of getting those endorsements. Mr. Luna noted that NNU, BYU-Idaho, and College of Idaho all offer teacher endorsement programs so the request from George Fox University isn't unique. He reminded the Board that George Fox University's program had to meet the criteria in order for it to be approved. The job of the PSC is to make sure the standards are met; this is done through a vigorous review. Mr. Luna pointed out that the standards are approved by the Board, and the PSC follows those standards.

Mr. Terrell asked permission to work with Mr. Luna on this issue. Board member Soltman agreed that would be a good idea. Board President Westerberg asked what the goal of the discussion would be. Mr. Luna noted that they could come back to the Board with some history and background on what endorsements are for, who offers them, and the role of the PSC in that. Perhaps the chair of the PSC could come and explain the process at a future Board meeting. Mr. Gossling volunteered to be part of that discussion.

At this time Ann Stephens of the Division of Professional-Technical Education took time to recognize Dr. Mike Rush. He was recently awarded the National Emeritus Award from the NASDCTEc. She noted that Dr. Rush served as the State Administrator of DPTE and also as the national president of the NASDCTEc. His contributions to education at the state and national level are well known and this national recognition is well deserved.

3. Idaho Professional-Technical Education Annual Report

Ann Stephens, State Administrator, presented the annual PTE report to the Board. She discussed the strategic plan goals and noted that PTE is defined as secondary, postsecondary and adult courses, programs, training and services for occupations and careers that require less than a four-year baccalaureate degree. Ms. Stephens noted that the PTE delivery system includes: and the technical college system. Ms. Stephens shared that 66% of high school PTE completers go onto college compared to 49.1% of Idaho's general high school population. In addition, 94% of high school completers and 90% of the technical college completers found jobs or continued their education in 2010.

Ms. Stephens referred to the Harvard Graduate School of Education's Pathways to Prosperity Project which reported that the current education system places far too much emphasis on a single pathway to success, that being the academic track. But, according to a June 2010 New York Times article, sometimes a certificate in a particular trade, a two-year associate's degree, or just a few years of college may be as valuable to one's career and income as a traditional baccalaureate degree. In addition, the Pathways to Prosperity Project found that 27% of people with postsecondary licenses or certificates and credentials short of an associate's degree earn more than the average bachelor's degree recipient. Some examples of that include electricians, paralegals, police officers, and dental hygienists.

Ms. Stephens pointed out that PTE has portable, stackable credentials. PTE programs are offered in 112 school districts; 791 secondary programs were offered in 2010. PTE programs contribute to high school graduation by keeping students engaged in school because the curriculum is grounded in relevance. PTE prepares today's students for tomorrow's challenges. High school and technical college programs are linked through tech prep articulation

agreements. PTE also delivers workforce training which includes training and retraining, and customized training. In FY 2010 over 50,000 students were enrolled in workforce training programs. Adult Basic Education and GED programs are also offered through the technical college system.

Ms. Stephens explained that 82% of the PTE appropriation is state funds; and over 62% of those funds are used to provide 100% of the direct cost of professional-technical education at the technical colleges. She noted that tuition paid by technical college students are retained by the main institution for maintenance and operations of PTE facilities. Additional revenues from tuition and tuition increases do not increase the PTE budget.

Related to the affect of the federal budget reduction, Ms. Stephens noted that PTE has not received the official allocation table as yet, but the expectation is that the cut will be significant. That, coupled with the state decreases over the last few years, will have a significant impact on all programs.

Mr. Luna asked about online education and the role of PTE at this time. Ms. Stephens noted that health professions are delivered online as well as a limited number of foundation classes online. She pointed out that with PTE programs, the capstone classes require critical work in lab settings and applied learning centers. She noted that there are a number of blended classes offered as well. Mr. Luna noted that he looks forward to discussions with PTE about how online learning can be facilitated. Ms. Stephens indicated she anticipates working closely with SDE to make sure both are moving in the same direction.

4. Idaho Division of Vocational Rehabilitation – Vocational Rehabilitation Counselor Recognition

Board member Soltman presented this item. He read from the materials provided in the Board agenda commending Idaho's vocational rehabilitation counselors for their hard work. He expressed appreciation and gratitude for the important role that voc rehab counselors make in the lives of clients they serve. Mark Browning noted that Gary Hamilton, the area manager from the CDA office, was in the audience.

5. Idaho State University Faculty Governance Report

**M/S (Soltman/Terrell): 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 bylaws 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.**

**Motion carried unanimously.**

Dr. Barbara Adamcik, the Acting Provost, briefly summarized the situation at ISU related to its governance system. She noted that at the February Board meeting, the SBOE approved the suspension of the ISU Faculty Senate. Since then, 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.

Dr. Adamcik indicated that Dr. Vailas has had numerous meetings with faculty and other key

constituencies, discussing the reasons for the suspension and engaging in discussion of plans to move forward. Current plans are to continue these meetings and to focus more on smaller meetings with faculty chairs and their departments. Governance workshops have been held as well. On April 6 the last workshop discussed and voted unanimously that ISU needs a provisional senate in order to continue the work. The provisional senate will be in place and ready to begin its work as soon as the fall semester begins. The suggested process for serving on the provisional senate is that the faculty serving will be senior faculty that have more experience in higher education. The provisional senate will have a year to complete the new bylaws. Once the bylaws are completed, the permanent senate will be elected.

Board member Soltman noted that the items that Dr. Adamcik outlined do need Board approval. He made a motion to that end.

6. School District Trustee Zone Boundaries

**M/S (Soltman/Gossling): To approve the requirements for school district trustee zone equalization proposals as submitted. Motion carried unanimously.**

Board member Soltman presented this item.

7. Complete College America Grant Application

**M/S (Soltman/Luna): To approve the request by Board staff to apply for the Complete College America Completion Innovation Challenge Grant. Motion carried unanimously.**

Board member Soltman presented this item. Tracie Bent of the Board office discussed this item and explained that this gives Board staff permission to move forward with application for the grant. To meet the deadlines on this grant will require hiring a consultant to head up that effort. The proposal is due May 17th. Dr. Rush indicated that the amount required for a consultant would be about $1,500.

8. Board Policy I.M. – First Reading

**M/S (Soltman/ Atchley): To approve the first reading to Board policy section I.M., as submitted. Motion carried unanimously.**

Board member Soltman presented this item. It was noted this puts the current practice into policy.

9. Board Policy I.J. – First Reading

**M/S (Soltman/Terrell): 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. Motion carried unanimously.**

It was noted that there have been no changes to this item since the first reading.

At this time the Board took up the item related to online learning. A handout, drafted by Dr. Rush, was distributed. It outlined a possible process.

Board member Terrell asked for time to review at the information and give it some thought before making a decision. Mr. Luna reminded the Board it needs to have a rule before the

Legislature in January, so the Board needs to take action sooner rather than later. He noted that the longer the Board waits the greater the possibility that there won't be something ready for the Legislature.

Board President Westerberg indicated he hoped there would be a shared view about how to proceed, even to the point of appointing a committee chair at this meeting. Mr. Luna said he wouldn't have a problem with appointing a committee chair; however, there needs to be time to think about the whether the key questions have been identified. Board member Terrell agreed with Mr. Luna.

Board member Edmunds asked for clarification and Mr. Westerberg indicated the work would be done by a separate ad hoc committee chaired by a Board member. It will have an end date because of the time sensitive nature of what needs to be done. Mr. Westerberg asked to have a special telephone conference meeting so the committee chair could share with the rest of the Board how the committee will proceed. Mr. Westerberg appointed Board member Soltman to chair that ad hoc committee and asked that there be a special meeting in two weeks.

Dr. Rush asked the Board members to consider the document that outlined a possible process as a brainstorming document, and it should be treated as such. Mr. Westerberg indicated that the document suggests that the institutions should be involved in the effort along with SDE.

10. Institution and Agency Strategic Plans – this item was moved to the end of the agenda

Information Item

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**

1. Boise State University – Approval of Full Proposal – Masters of Science Degree in STEM Education

**M/S (Edmunds/Soltman): To approve the request by Boise State University to offer a Master's of Science in STEM Education. Motion carried unanimously.**

2. Idaho State University – Approval of Notice of Intent - Discontinuance of the Dental Lab Technical Program

**M/S (Edmunds/Atchley): To approve the request by Idaho State University to discontinue the Dental Laboratory Technician Program. Motion carried unanimously.**

3. University of Idaho – Approval of Full Proposal – Masters of Science Degree in Athletic Training

**M/S (Edmunds/Gossling): 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. Motion carried unanimously.**

4. University of Idaho – Approval of Notice of Intent – Expansion of Current Professional Practices – Doctor of Education

**M/S (Edmunds/Atchley): 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. Motion carried unanimously.**

5. University of Idaho – Approval of Notice of Intent – Restructure and Consolidation of the Department of Microbiology, Molecular Biology, and Biochemistry

**M/S (Edmunds/Soltman): To approve the request by the University of Idaho to reorganize and consolidate the Department of Microbiology, Molecular Biology, and Biochemistry (MMBB) as presented. Motion carried unanimously.**

6. First Reading, Proposed Amendments to Board Policy III.I., Roles and Missions

**M/S (Edmunds/Atchley): To approve the first reading of the proposed amendments to Board Policy III.I., Roles and Missions, as submitted. Motion carried 6-0 (Terrell abstained).**

Board member Edmunds presented this item. He noted that there has been confusion as to what is written in the strategic plans and what the institutions have in their policies. Selena Grace of the Board office discussed this item.

Ms. Grace indicated that this is a critical policy primarily because of the accreditation requirements. The Board and the institutions need to work together on this. Ms. Grace noted there are five standards the institutions must meet according to the NW Commission. One of those standards is that institutions must articulate their purpose in the form of a mission statement. The NW Accreditation cycle is a seven-year cycle requiring a progress report every two years. Ms. Grace asked that the Board require the institutions to bring a mission statement to the June Board meeting for the Board's review. In addition, she asked that the Board to request the institutions to bring a draft of their year-one report to the August meeting.

Board member Terrell asked for clarification on the motion noting that the motion doesn't include a mention of the institutions. It is an overview of the roles and mission for the Board. Mr. Edmunds explained that the Board sets the Board level role and mission for the institution. It is a starting point. It needs to line up with the seven-year renewal cycle of the NW Commission. He clarified that when the institutions submit their next strategic plan, the plans must line up with this policy.

Board President Westerberg noted that there is nothing directive in the policy that requires the institutions to redo their mission statements. It was clarified that particular language and instruction in not part of this policy. Mr. Edmunds pointed out that without being date specific, there is still a calendaring requirement related to the strategic plan. He noted that the next agenda item will bring up more specifics.

7. First Reading, Proposed Amendments to Board Policy III.Z., Delivery of Postsecondary Education – Planning and Coordination of Academic Programs and Courses

**M/S (Edmunds/Atchley): To approve the first reading of the proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs, as submitted. Motion carried unanimously.**

Ms. Grace discussed this item. The changes were driven by the request from the Board that clarification was necessary. The changes consist of moving from an eight year planning cycle to a five year planning cycle. The Board previously assigned each institution program responsibilities; those assignments were not previously in Board policy and now they are. The responsibilities of the community colleges are not assigned by the Board.

Board member Edmunds pointed out that there were conflicts between the Board's mission statements for each institution and the policy about their programmatic assignments. The goal is to clarify things, but it does not solve problem of mission creep in areas such as general research. The policy clarifies language and gives the Board a starting point as to who is doing what and why, and to provide rationale for why the institution is doing what it is doing. In addition, the changes don't touch the assignments; it only cleaned up language. He asked the Board to get the policy language cleaned up now and if there is a desire to do more than that, the Board should take that up at another time.

Board member Terrell expressed difficulties with the changes and asked for clarification. Mr. Edmunds reiterated that the policy makes statewide assignments and it makes regional assignments. He also explained there are wording changes that are subtle. Ms. Grace indicated that the purpose of this effort is to clean up the policy, to get rid of redundancy, to move things together so it flows together logically. However, the changes to the policy are minimal; the content is still there. It is primarily related to the changes in the timelines. The reference to the statewide policy is there how. It is just a reformatting of the policy.

To further clarify, Ms. Grace noted that the intent of the policy is such that if an institution which doesn't have a statewide responsibility for a particular program plans to go into another service area, it is required by policy to collaborate with the regional institution through the sharing of facilities or the sharing of resources if building separate facilities. Dr. Rush added that the policy presumes that the institutions will work together; but it doesn't exclude the ability of the institution to rent or build a facility with Board approval, where the education and workforce needs of the community demand it.

Mr. Edmunds explained again that this is not a change in policy; it is a clean up the policy. He agreed that there will be further work to be done along the line of assignments and responsibilities. Board President suggested the language needs to be strengthened along the line of the five year planning plan. To have it in policy makes a lot more sense. Board member Gossling called for the question.

8. Dual Credit

**M/S (Edmunds/Luna): For the Board to 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. Motion carried unanimously.**

Board member introduced this item. He noted that there is not adequate information in this area and it needs to be developed. It was found that there is no cost-data to support the fee. Board staff has been asked to go back to the drawing board on this. Ms. Grace explained that the Board staff has worked with stakeholders and determined that an appropriate cost analysis needs to be done to determine what the correct fee should be. She noted that the institutions charge differently and that needs to weigh into the discussion. She and Matt Freeman of the Board office will be working with the financial VP's and the provosts on this together. Matt Freeman explained that dual credit can be delivered in different ways so the costs may differ based on that. That needs to be factored into the per credit charge. Mr. Edmunds noted that there are issues related to incentive for the student and benefit for the colleges. He reiterated that there is not adequate information; they've operated on a one-shoe-fits-all basis to date.

Mr. Luna suggested that it might be valuable that next year when the universities and colleges come to the Board for fee/tuition requests they include the dual credit fees in the requests as well. Board President Westerberg asked about the need for this motion if the fee is going to stay the same for now. Ms. Grace referred to the policy and noted that it is necessary for it to be reviewed; it is up to the Board to decide if the fee can be set for multiple years. Dr. Rush indicated that technically this fee should be in the fee structure provided by the institutions. He noted that there is a significant advantage for the state to have a single fee statewide. The Board staff is suggesting that if the Board wants to have a uniform fee, it needs to set it in the individual institutions request each year or set a uniform fee.

Mr. Luna explained that the reason for the $65 fee is that SDE has had that as a line item budget for dual credit. It was agreed to about 3 of 4 years. A consistent number is important for budgeting purposes.

Provost Baker encouraged the cost study on behalf of the other institutions. He noted there really is no cost-basis to the $65. It does cost more to deliver dual credit courses which means that the money to deliver those courses is coming from somewhere. An analysis will help make the determination as to what is actually should be.

Board member Atchley acknowledged the tremendous work of Board staff on these two policies and thanked them.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

**Section I – Human Resources**

1. Amendment to Board Policy – Section II.B. – Appointment Authority and Procedures – First Reading

**M/S (Terrell/Luna): To approve the first reading of the proposed amendments to Board Policy II.B.3., as submitted. Motion carried unanimously.**

2. Amendment to Board Policy – Section II.M. – Grievance and Appeal Procedures – All Employees – First Reading

**M/S (Terrell/Soltman): To approve the first reading of the proposed amendments to Board Policy II.M., as submitted. Motion carried unanimously.**

3. Idaho State University – Employment Agreement – Head Women's Volleyball Coach

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

**Section II – Finance**

1. FY 2013 Budget Guidelines – Line Items

**M/S (Terrell/Soltman): To direct the agencies and institutions to use the following categories to develop FY 2013 Line Item budget requests:**

- **Unfunded Enrollment Workload Adjustment**
- **Center for Advanced Energy Studies (CAES)**
- **Biomedical Research Collaboration**
- **Occupancy Costs**
- **Strategic Initiative(s)**

**And to direct the Office of the State Board of Education to include the Opportunity Scholarship as a Line Item in the FY 2013 Scholarships and Grants budget request. Motion carried unanimously.**

Board member Terrell presented this item. Dr. Nellis noted salaries and CEC are not on the list. Mr. Freeman explained that salaries and CEC are requested as maintenance items, not line items so the institutions can still make those requests.

2. FY 2012 Appropriations

2a. Information

2b. FY 2012 College and Universities Appropriation Allocation

**M/S (Terrell/Soltman): 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. Motion carried unanimously.**

2c. Community Colleges FY 2012 Appropriation Allocation

**M/S (Terrell/Soltman): 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. Motion carried unanimously.**

2d. Allocation of the Division of Professional-Technical Education Appropriation

**M/S (Terrell/Luna): To approve the request of the Division of Professional-Technical Education for the allocation of the FY 2012 appropriation detailed in Attachment 1. Motion carried unanimously.**

2e. Idaho Robert R. Lee Promise Scholarship – Approve Category A Award

**M/S (Terrell/Atchley): To approve the amount of the Idaho Promise Scholarships, 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. Motion carried unanimously.**

2f. Idaho Promise Scholarship – Approve Category B Award

**M/S (Terrell/Soltman): To approve the amount of the Idaho Promise Scholarship, Category B, at $200 per semester per student (4400 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. Motion carried unanimously.**

2g. FY 2012 Idaho Opportunity Scholarship

**M/S (Terrell/Soltman): 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 2012. Motion carried unanimously.**

**M/S (Terrell/Gossling): 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 Fiscal Year 2012. Motion carried unanimously.**

**M/S (Terrell/ Atchley): To approve the student contribution for the Fiscal Year 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. Motion carried unanimously.**

3. University of Utah School of Medicine Contract

**M/S (Terrell/Soltman): 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. Motion carried 6-0 (Luna absent during the vote).**

4. Amendment to Board Policy – Section V.F., Bonds of Other Indebtedness and Section V.K., Construction Projects – First Reading

Board member Terrell invited the VP's of Finance to address this item. Matt Freemen explained that that the current policy on capital projects is not consistent with the Board's preferred practice in terms of the project approval milestones. While institutions generally follow the Board's preferred approval process, the process has never been formally documented nor adopted. The revised policies will provide clarity in terms of the Board's expectations and preferred process for submitting requests for major capital project approval.

Mr. Freeman noted that some policy sections have been moved to make it flow better. He said the substantive changes begin on Tab 4, page 6, with numbers 2, 3, 4, and 5. Section 2 clarifies when the institutions need to notify the Board of plans for major projects. Mr. Freeman noted that there is still work to be done on the point of the pre-planning effort however, in terms of what the institutions must have the ability to undertake in order to have something to bring to the Board.

Mr. Freeman noted number two is approval of the post-plan, number three is approval of planning and design, number four is approval of preliminary financing plans, and number five has two points: first, if the project does not require bonding that project and financing, plans can be done in one step; second, it requires bonding, the institution needs to come back separately for financing approval. Mr. Freeman asked for input related to the design/build. Mr. Soltman asked if it would be advisable to have a separate policy on design/build if it is so different.

Stacy Pearson of BSU said it is a positive move to clarify these steps. She noted that when it comes to the design/build it would be helpful to work on that separately because it is a different model. She noted that the institutions already go through the Permanent Building Fund process and the six-year plan, so it would be helpful to have those processes line up. She noted and item under Tab 4 which reads seven, should read six because that would tie in with the six-year plan that is submitted to the Permanent Building Plan.

Ms. Pearson pointed out a struggle with item two, and how far institutions can or should go before coming to the Board. She explained that a lot of work has been done in order to have clarity about the project for the benefit of the Board before it is first brought to the Board. The problem with this scenario is that if the institution doesn't have a budget and the Board is asking for that detail, it waste time for everyone not to be able to have that information ready. They are looking for a mechanism that updates the Board on their plans but also allows for the ability to come back with more substantive details. It was also noted under item five, in the last sentence, the two levels can be requested concurrently.

Jim Fletcher indicated that ISU is supportive of the comments made. The separation of the design/build is essential versus the design/bid/build activity. The specification on some kind of pre-spending limitation would be helpful.

Chet Herbst agreed with his colleagues. He noted that the timing and the wording didn't line up with the design/build. The language here is almost like it is two separate languages. He would prefer working with Division of Public Work so we use the same language, same timelines, same schedule, same approval process, and same terms so everyone is on the same page. LCSC noted that many projects fall below the level of having to come to the Board in the first place. In the past week the institutions have received the request from Division of Public Works to submit their plans.

Mr. Westerberg noted that during the robust process, have the limits been considered. The process requires some time. He wondered if the committee discuss those points. Mr. Freeman noted that the numbers have been bumped up last year.

**By unanimous request, the Board agreed to return this go back to the committee for more work and bring it back to the Board for another first reading.**

5. Boise State University – Enterprise System Roadmap Project

This is an information item.

6. Boise State University – OIT Equipment Purchase

**M/S (Terrell/Soltman): 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. Motion carried unanimously.**

Ms. Pearson indicated that the source of funds for this purchase is the committed reserve funds. She explained this server will replace their computer equipment that supports the PeopleSoft Enterprise university systems. She pointed out that this kind of effort is planned over the long term and the funds are set aside for it. Student fees are not used for this. Equipment that is replaced will be used elsewhere if possible. In addition, the University has, in the past, donated used equipment to school districts.

7. Boise State University –Bronco Bookstore Lease

**M/S (Terrell/Soltman): 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. Motion carried unanimously.**

8. University of Idaho – McCall Outdoor Science School – Self Support Fees

**M/S (Terrell/Soltman): 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. Motion carried unanimously.**

Lloyd Mues discussed this item. He noted that the biggest benefactor of this program is the K-12 students. It is a certificate-producing program and it is one of the programs that is very entrepreneurial.

9. University of Idaho – Farmhouse Ground Lease

**M/S (Terrell/Soltman): 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. Motion carried unanimously.**

10. University of Idaho – Railroad Land Exchange

**M/S (Terrell/Gossling): 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. Motion carried unanimously.**

11. Lewis-Clark State College – Parking Easement

**M/S (Terrell/Soltman): 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 carried unanimously.**

12. Lewis-Clark State College – Elevator Replacement Project Loan

**M/S (Terrell/Gossling): Finding 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 carried unanimously.**

At this time the Board returned to item 10 on the PPGAC agenda.

**PPGAC**

10. Strategic Plans

Board member Soltman provided background details related to this item. Tracie Bent of the Board office discussed the plans of the agencies for the Board. She noted that it is important to note that the strategic plan process and the accreditation process differ. The strategic plan sets goals and outlines points on how to achieve those goals. The accreditation process looks at the institution's mission statement and whether it is meeting the mission of the institution. She reminded the Board that the mission statements will be reviewed in June along with the strategic plans.

Ms. Bent briefly reviewed the agency strategic plans. The plans were provided to the Board in their agenda materials. She asked the Board members to make a note of things that they may want to address in the plans so Board staff can address them in June. Ms. Bent pointed out that the objectives that the Board approves will be the objectives the agencies report on in October. In referring to the strategic plan for SDE, it was noted that changes in the plan should be anticipated due to the legislation that was passed this year. Board member Gossling noted that it is important to hear about quality as well as quantity. Ms. Bent noted that they do that; in fact that is more apparent in the agency plans and reports.

Selena Grace reported on the strategic plans for the institutions. She noted she has been working with the institutions to streamline some of the processes that overlap. She highlighted the goals that the institutions have in their strategic plans. She pointed out that in order for the institutions to meet the accreditation requirements, significant time and resources will be need in order to make the necessary revisions in time to meet the June Board meeting due date.

Board President Westerberg noted that what he heard today is that the next job of the Board is to conduct an audit or review of the institutions to see how they comply with the current policy. Secondly, the Board needs to look at future steps after the mission statements have been revised. Mr. Westerberg reiterated that the next step is to look at how the institutions are performing under the current plans and then see where the Board wants to go after that.

Mr. Edmunds raised the issue about target numbers pointing out that those don't show up in the plans. He said he doesn't know the answer or how to get there. Mr. Westerberg noted that when BSU submits its new strategic plan, the Board needs to review that and that is the time to speak out about changes. The Board can ask them how they contribute to the 60% for example.

Ms. Bent offered that the 60% goal is the Board's goal and that will be something that Board will look at in terms of performance measures. Mr. Edmunds asked if the expectation is that the student retention goal will roll up to the Board's plan. Mr. Westerberg noted that the institutions can speak to how they are working towards that goal.

Back to the research example and duplication of effort and supporting all of those things, the question came up as to whether the Board should wait for the institutions to bring those things to forward or should the Board ask for it from them.

It was reiterated that if there are goals that the Board wants the institutions to incorporate and it needs to let the institutions know that. In that way there is both top-down and bottom-up exchange.

Board member Terrell noted he would like to see the breakdown of information and also have a copy of the PowerPoint because it would be helpful to him in reviewing the individual plans.

Mr. Westerberg indicated that the plans all come back in June. Ms. Grace noted that the institutions have been working on how to meet the NW accreditation requirement; they've been working on mission statements and the direction of the strategic plans. All of their plans align with the Board's goals. Mr. Westerberg noted that the mission statements are the meat of what the Board expects the institutions to be doing. He asked if the mission statements will go to IRSA or CAAP before they go to the Board. Ms. Grace noted they will go to the Presidents' Council first and then PPGAC.

Mr. Gossling would like to see in each institution's strategic plan reference to how it relates to the plans of other institutions as well. Ms. Bent noted that as the Board members look at the plans in more detail, if there are any questions or concerns let her or Ms. Grace know so they are prepared to answer those questions at the June meeting.

Mr. Westerberg noted that the May meeting usually has time set aside for Board discussion of topics. He asked the Board members to let him or Mike know what topics they might want to discuss informally.

**OTHER BUSINESS**

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

**M/S (Terrell/Atchley): To adjourn at 1:35 p.m. Motion carried unanimously.**

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

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

A special teleconference meeting of the State Board of Education was held May 11, 2011. It originated from the Board office in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 2:00 p.m. A roll call of members was taken.

**Present:**

Richard Westerberg, President
Ken Edmunds, Vice President

Don Soltman, Secretary
Emma Atchley
Bill Goesling
Rod Lewis
Milford Terrell

**Absent:**
Rod Lewis

**BUSINESS AFFAIRS & HUMAN RESOURCES**

1. Review request by Idaho State University for approval of Real Estate Acquisition.

Milford Terrell stated that the Board is here today to discuss the authority to make an offer to purchase a building and property associated with ISU research and their business park. Ken Edmunds reported a brief history of the building which was also included in the materials presented for review to the Board from ISU. Mr. Edmunds stated the building has many of the attributes necessary for a research facility at ISU and further commented that the primary repayment would be in the form rent either form work performed through ISU or other things providing some kind of income stream.

Mr. Edmunds reminded the Board that those other types of commitments are not presently in place. He also indicated there was a sense of urgency to purchase the building so the opportunity was not lost. He commented that the building is substantially below market value and greatly below replacement value. Board members Emma Atchley and Ken Edmunds recommended ISU come before the Board with a request for acquiring the building from university funds and not a request based on other sources of income from the university.

Mr. Edmunds believes ISU has demonstrated they can cover the variable costs of the building and

have a small surplus without any other revenue stream. The university's hope is that with the available facility they will be able to enhance that revenue stream both for the benefit of the university finances and for the benefit of the university's growth in research.

Emma Atchley further commented that this transaction would be very beneficial for the university. She also commented that an added benefit would be the reduction in storage costs for equipment they currently do not have a place for. She reiterated that the likelihood of other income streams is very high with having this building.

Milford Terrell requested Jim Fletcher from ISU to give an additional overview. Mr. Fletcher reminded the Board members of the packet they were given containing financial analysis of the building transaction. To summarize, ISU proposes to purchase the Ballard Building with funds from its reserves which they feel are more than sufficient to cover this purchase. The purchase will be structured as a loan to the College of Science and Engineering which they will pay back over time. ISU has allocated funds from various sources within the College of Science and Engineering's budget which total approximately $380,000 which will provide the revenue stream for the Ballard building.

Mr. Fletcher commented that ISU had looked exhaustively at the maintenance costs of the building which will be around $186,000 and they strongly feel they are able to maintain the building with all the operational costs plus approximately $25,000 in moving-in/set-up costs and still realize in the first year $167,000, and the second year $192,000 without any additional revenue opportunities. Mr. Fletcher stated it is a 6.5% return on the money being used to purchase the building. The price of the building was negotiated with Kimberly Clark and the purchase price which they have agreed upon is $3.6 million dollars. This price has also been confirmed in writing. Mr. Fletcher said they will proceed with purchase upon approval from the Board. The finalization will include an appraisal, a title search and a contract with Kimberly Clark. ISU's general counsel estimated they should be able to close by the end of next week (week of 5/23).

Mr. Fletcher pointed out that the appraised value is $5 million which shows they are buying it below market value and below replacement value.

President Vailas briefly reiterated the importance and benefits for the university to purchase this building and that it is a low risk proposal given the long term benefits of acquiring this building which includes opportunities to stimulate the economy.

**M/S (Edmunds/Atchley): I move to authorize Idaho State University to enter into an agreement to purchase a building and associated assets located in Pocatello, Idaho, within the boundaries of the Idaho State University Business and Research Park, commonly known as the Ballard Medical Building, for a purchase price not to exceed $3,600,000, and to authorize James A. Fletcher, ISU Vice President for Finance and Administration, to execute all related closing documents for and on behalf of the State Board of Education for Idaho State University.** A roll call vote was taken and the motion passed 6-1. Tom Luna voted no on the motion.

**Discussion:**

President Westerberg asked if there was further discussion regarding the motion.

Matt Freeman posed two questions to Jim Fletcher of ISU. Mr. Freeman asked what would be the funding source for the college to repay the loan and if there is any internal commitment or plan to restore the university reserves as the loan is repaid. Mr. Fletcher responded that the revenue source in the short term to repay the loan would be the excess revenue from the college's commitment. The college is putting up 380,000 and they need less than half of that to carry the building. The agreement will say that as revenues come into the facility from the additional opportunities which will be available, the college will accelerate the payment of the loan. Mr. Fletcher commented that repayment may be able to be done within one year.

To the second portion of Mr. Freeman's question, Mr. Fletcher commented that the university reserves will remain intact because instead of being invested in cash and marketable securities, the money will be invested in real estate. They expect the full reserve to be restored within a year considering the revenue opportunities of the facility.

Mr. Goesling stated he was concerned the packet the Board received did not contain value information for other educational institutions in Idaho. He asked that if other educational institutions wished to do a cooperative program with ISU in that particular facility, what the priority and needs would be. Would they overshadow the commercial aspects of the building?

President Vailas indicated that ISU is and has been in collaboration with the other universities and also the Idaho National Lab (INL), and certainly would be welcoming to other universities to participate in scientific programs at ISU.

Milford Terrell asked Bill Goesling to explain more about his question. Mr. Goesling stated that he felt it was important to include input to or from other universities on being able to use these facilities cooperatively. His concern was that if the building was filled with outside entities as tenants, there would be no room for the other institutions in Idaho to participate in programs at that facility.

Mr. Edmunds commented that there is a strong collaborative effort going on among the universities that is being documented and being put into a plan. He commented that one of the primary income streams being considered is actually work being performed by ISU with their accelerator that will create a revenue stream that benefits a commercial company but is still under the control of ISU. He summarized that the intent and the way this building purchase is being structured should address Mr. Goesling's concerns of collaboration.

Mr. Goesling stated that he would additionally like to see an indication of value to state and local economy showing the benefits both to Pocatello and the State of Idaho.

Mr. Goesling further commented that the cost estimate seemed to be low and that certain costs would be ramping up sooner that shown. He felt that higher move-in/start-up costs should be reflected along with maintenance and waste removal costs, and he felt those costs were underestimated.

In response, Mr. Fletcher stated that the business case reflects only the costs of maintaining the facility as a storage facility for the high tech equipment. It does not reflect what would be the cost requirement for the additional opportunities. He commented that as they move toward additional opportunities, additional costs would be manageable and containable. Mr. Fletcher indicated they did not show that scenario in the business case as presented because they are simply showing that if none of those opportunities materialize, they can still carry the cost of maintaining the building.

Mr. Fletcher further went on to answer the question on the impact of Pocatello and southeastern Idaho. He commented that extensive analysis had been done on area impact as well, where they

have identified all economic sectors that would be impacted, the multiplier effect, and the job opportunities which could be provided to the city of Pocatello.

Mr. Fletcher stated moving costs in the model were based on the university's actual costs of moving equipment into the temporary storage facility. Mr. Fletcher acknowledged Mr. Goesling's concerns and stated that certainly additional costs would be incurred as they move toward additional opportunities and they have examined and reviewed that information with Board members Atchley and Edmunds.

Tom Luna questioned that if they show an increase in the activity of the building and realize those increases, then certainly the operating costs would go up. He asked if those activities would generate some additional revenue that is going to offset the obvious increases in costs.

Mr. Fletcher answered that they will have costs with the additional opportunities, and the expenses will be carried and paid for by the additional revenue generated from the additional opportunities. Mr. Luna asked what generates the additional revenue. Mr. Fletcher stated that a number of opportunities will generate this additional revenue; however those opportunities will materialize *after* they have access to the building. Because those contracts will not be accessed until after they have access to the building, they did not include them in the business case.

Mr. Fletcher further commented ISU could review those contracts with the regents, Mr. Edmunds and Emma Atchley as they occur. Mr. Luna commented that they don't need to specifically identify who the additional opportunities are with, but they should identify what the additional revenue would be and what the additional expense would be so that the Board could see that this is something that is a net-net type of a bid.

Mr. Luna mentioned that another concern was the fact that this property is coming off of the tax rolls with the possibility that it will generate other economic activity in the community, but the other economic activity is not going to compensate for the loss of property tax revenue that goes to the schools and other governmental entities that rely on property taxes. He commented that creating more jobs does not increase property taxes. Additionally, by taking a piece of property off the tax roll, it will have an impact on everyone else's property taxes in that they will be increased to cover the loss of that property tax revenue. Mr. Luna commented that he did not agree with ISU's analysis that one will offset the other.

Mr. Luna commented that the Board recently approved a tuition hike where one of the arguments made by ISU was the need to preserve its reserve account. Mr. Luna is concerned that now, ISU is stating that it is going to take those reserves and spend them on property.

Mr. Fletcher indicated the economic impact of the additional opportunities include direct jobs, indirect jobs, an increase in business for local transportation and service industry business, all of which will pay taxes. Mr. Fletcher further commented that it was the judgment of the county and the Mayor that the overall economic impact of this transaction will more than offset the loss in property tax. Mr. Luna commented that their argument is flawed in that all the identified activity is not going to increase property tax revenue for the city. It will increase sales tax revenue, payroll taxes and business activity but none of that additional activity will replace the property tax revenues when you take this building off the property tax rolls.

Mr. Fletcher commented that the overall assessment made by the city was very positive, and collectively they believe with the opportunities this building will provide such as new employees, there will also be new housing which would include property taxes. Further, when the additional revenue opportunities materialize, additional spending will be allocated.

Mr. Fletcher stated that as to the matter of the reserves, ISU's reserves are not depleted from an accounting point of view because they are simply transferring money from cash into real estate, in which the cash will be replaced. ISU has 7.6 **million** of reserves that will stay. He further stated the commitment made to the Board at the time of the tuition fee review meeting has not changed.

Mr. Luna queried how long it would take to replace the cash. Mr. Fletcher responded that they expect to have it replaced within the year.

President Vailas concluded by commenting that there are a number of revenue opportunities with a facility like this one. Additionally, the kind of research this facility will support has high potential in generating patents and other kinds of agreements. He commented that the facility is a short distance from ON Technology, who is a semi conductor facility in Pocatello. He stated that in the debate held in Pocatello about the building, ON Technology, the Mayor and the Economic Development Council was very supportive of the direction ISU is taking in occupying this facility.

President Westerberg asked if there were any additional questions or comments from the Board members.

No further discussion.

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

**M/S (Terrell/Goesling): To adjourn at 2:33 p.m.** Motion carried unanimously.

STATE BOARD OF EDUCATION
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**DRAFT MINUTES**
**STATE BOARD OF EDUCATION**
**May 18-19, 2011**
**Special Board Meeting – Board Retreat**
**Boise, ID**

A special Board meeting of the State Board of Education was held May 18-19, 2011. It originated from Boise State University, Stueckle Sky Center, in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 8:00 a.m. A roll call of members was taken.

**Present:**

Richard Westerberg, President
Ken Edmunds, Vice President
Don Soltman, Secretary
Rod Lewis
Emma Atchley
Milford Terrell - jointed at 9:50 am
Bill Goesling
Tom Luna – joined at 8:30 am

**AGENDA APPROVAL**

**M/S (Edmunds/Goesling): A motion to approve the agenda as posted.** Motion carried unanimously.

**STATE DEPARTMENT OF EDUCATION (Open Meeting)**

8:00 a.m. Alt-ISAT – Proficiency Level Achievement Scores and Temporary/Proposed rule IDAPA 08.02.03.004.07 (incorporation by reference)

Carissa Miller, with the Department of Education, presented the temporary and proposed rule changes to IDAPA 08.01.03. The Board originally approved temporary changes to this section of rule in 2010 setting levels for Reading and Language Usage. Those changes are coming forward now as Proposed Rule changes. Additionaly, the rule includes a fourth level of complexity required by the new math standards.

The Department received positive feed from educators around the state regarding the proposed rule changes.

**M/S (Edmunds/Atchley): To approve the Proficiency Level Achievement Scores and Performance Level Descriptors for the Idaho Standards Achievement Tests-Alternate in Reading, Language Usage, Mathematics and Science.**

**M/S (Edmunds/Atchley): To approve the temporary and proposed rule IDAPA 08.02.03.004.07, Rules Governing Thoroughness, Incorporation by Reference, The Idaho Alternative Assessment Extended Achievement Standards.**

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

**M/S (Edmunds/Atchley**): **A motion to enter into executive session at 8:06 a.m. pursuant to Idaho Code Section 67-2345(1)(b), which permits an executive session for the purposes of evaluating, dismissing or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. This executive session will be utilized to evaluate the presidents of Idaho's state higher education institutions and its executive director.**

**M/S (Edmunds/Soltman) A motion to go out of executive session at 12:40 p.m.** Motion carried unanimously.

**BOARD RETREAT (Open Meeting)**

The Board convened for regular business on May 18, 2011 for discussion of Higher Education issues, including system governance, facilitated by Dr. Tom Meredith from the Association of Governing Boards (AGB). President Westerberg called the meeting to order at 1:12 p.m.

President Westerberg turned the floor over to Executive Director Mike Rush who introduced AGB guest speaker Dr. Tom Meredith, pointing out his extensive background.

Dr. Meredith facilitated the discussion, thanking the Board for the invitation and participation in this meeting. To start, Dr. Meredith pointed out to the Board the materials given to them which were compiled from the meeting two years ago. He did not go through them, but suggested reflection of where the Board was at that time. Dr. Meredith went on to ask the Board what they would like to accomplish and speak about today and identified bullet points from each Board member.

The Board members identified the following bullet points for discussion:

- Governance
- Value of higher education
- Systems approach
- Relationships between Executive Director, Board and institution presidents i.e., tension free relationships
- Board's role as education advocates
- Public v. private funding for education. Funding mechanism for state universities.
- The role of research as it relates to education
- How to better serve our institutions as Board members and role with K-12

The Board discussed each of the bullet points identified, starting with governance, where Dr. Meredith pointed out the basic format of a board organization chart which included the state, the system and the institutions. Dr. Meredith emphasized that as a board gets ready to make decisions, it should be every board's first priority to ask "what's best for the state." Dr. Meredith further engaged discussion on "what are the things the institutions should be doing?" Overall, institutions should be assisting with the State's economic development. Additionally, the Board and institutions have a responsibility to help beyond their borders (i.e., nationally, globally). Together, the group identified the following bullet points institutions should be focused on:

Institutions:

- Economic development
- Responsibility to help beyond borders
- Research
- Degrees (quality & credentials)
- Service

President Kustra commented that often, service is the first to suffer with all the pressures faculty are under. Dr. Meredith commented that reward drives behavior and that the institutions should know what their reward structure looks like. He further stated that the Board needs to hold the presidents accountable for outcomes, but they also need to know the incentive process.

Dr. Meredith then drew out a chart showing where the Board members and presidents thought the major strengths were at each institution:

- UI – Law, Ag, natural resources, architecture, science and technology, business, engineering, basic research, pre-med, music.
- ISU – Health professions, nuclear, education, pharmacy, energy, accounting, professional technical, social work, music.
- BSU – Public administration, engineering and technology, business, nursing, public policy, social work, MFA (arts), environmental, accounting.
- LCSC – Nursing, teaching, native languages, technical (welding), pre-med

Dr. Meredith showed a spreadsheet containing number of degrees awarded at each university by area of major and summarized that it is good to make comparisons of each institution based on what degrees they offer and identify if the needs of the state are being met. He reiterated the point that the overall responsibility is not what is good at the institution, but what is good for the state. Dr. Meredith suggested the universities also look at doing business differently because times are changing.

Board member Tom Luna also encouraged the institutions to look at different ways of doing things because of the constraints they are under, especially financially.

As part of the discussion, Dr. Meredith affirmed that board members should be aware of and concerned with the graduation rates at each institution. Questions that arose for the institutions are: Do you have any measurements in place to track improvement? What does the state need and are you meeting the needs of the state? He emphasized that full circle communication is the key for all stakeholders.

President Kustra commented on graduation rates as a measurement of success, and that boards (i.e., the system) need to be looking at the success rate of an institution not necessarily based on graduation rates because not all of the student body is counted accurately.

Dr. Meredith commented that this is a national challenge that many boards are dealing with. Dr. Meredith suggested using as accurate a counting rate as possible and to take other areas of student success besides graduation rates into consideration. He clarified the important thing is to be able to track progress (i.e., If there is improvement, there should be reward, if the there is no improvement, then something needs to change). Dr. Meredith suggested looking at other similar institutions to see if they had encountered the same scenario and possibly using them as a model to obtain new ideas from.

The meeting attendees took a short break and after which regrouped to discuss roles and missions of the institutions. Selena Grace handed out a comprehensive collection of the current roles and missions of the 4 four-year schools. Dr. Meredith suggested the Board identify a plan to utilize this type of information and to start looking seriously at roles and missions. He also mentioned the importance of sequence as it relates to the strategic plan. The state goal needs to be coupled with the role and missions of the institutions. Questions to think about included: Are the roles and missions being followed at the institutions? Do they meet the Board's current expectations? Do they need to be revised? Additionally, the roles and missions should be tied directly to the budget. How are the institutions budgeting to address pieces of the goals identified for this state?

Dr. Meredith also commented on the importance of check points and timelines for the institutional goals. For example: If you have a 60% goal by 2020, where do you plan to be by 2015? Each institution must have goals that align with the system goal. Dr. Meredith reiterated that the Board has a constitutional obligation to make decisions based on the needs of the state and the citizens of Idaho.

President Kustra asked if there is a template Dr. Meredith would recommend to a board like Idaho's to be used as a process for review? Dr. Meredith said he would send Tracie Bent, Board Office Staff, some materials collected from other states to distribute to the Board members and presidents for review and use.

The group took up discussion on programs at the institutions and Dr. Meredith suggested each institution review its programs and get rid of those that aren't working.
Rod Lewis stated there is a program review process, but no process to eliminate programs. Dr. Meredith stated that simply if a program does not meet certain requirements or results, then the program should be eliminated.

With regard to overlapping programs, Dr. Meredith suggested identifying the efficiencies and inefficiencies for each program and region. He suggested that technology would likely be the answer to facilitate statewide shared and overlapped programs.

Dr. Meredith commented that where boards are headed now needs to shift – nationally. Dr. Meredith emphasized the need to think beyond obstacles and think about the big picture. Dr. Rush reinforced the comments of Dr. Meredith and how important it was to not focus on the "why-nots" and look at it from the other end of "how" the tasks before them can be accomplished.

As part of the discussion, Dr. Meredith asked the Board members to think about a list of their top five items they would like to accomplish in the next twelve months for discussion at tomorrow's session.

**Board recessed at 5:08 pm.**

**BOARD RETREAT (Open Meeting)**
The Board re-convened for regular business on May 19th at 8:08 a.m. at Boise State University, Stueckle Sky Center in Boise, Idaho, to continue discussion as facilitated by Dr. Tom Meredith from the Association of Governing Boards.

**Discussion:**

TDr. Tom Meredith started the meeting by commenting on the genuine interest of this Board to accomplish things for this community. Dr. Meredith asked if there was anything from yesterday that needed clarification or further comment.

A list was made of the action items from yesterday and where the group concluded.

1. Board Policy IIIZ – review of graduate programs & identify unnecessary duplication (data, metrics establishment)
2. Program review criteria (new and existing; metrics) – Dr. Meredith to assist here w/supplemental materials.
3. Periodic review of all programs
4. Research – Results driven (jobs, state benefit)
    a. Collaboration
    b. Drawing away from under grad
    c. Future – encouraging institutions
5. Board reports (oral; presentation on value of research)

In regard to items two and three, President Kustra spoke on how important program review is, and he recommended using a consultant to identify the tough questions instead of using the other presidents or

CAAP. He strongly recommended using someone with an unbiased approach to both program review and the institutions.

President Westerberg commented the Board needs its own metric to overlay on what the institutions are doing. He asked Staff to come up with a process/metric for the Board to use which satisfies the responsibilities of a governing board, then share it with the institutions for their reaction and feedback on the process. Dr. Meredith mentioned there are some standards available as a template so the Board would not have to create its process from scratch. He indicated he would supply additional information on templates and examples to Staff for distribution to the Board.

Mike Rush commented that there is a process currently in place for review of all technical programs using five criteria that was jointly developed with the institutions.

Emma Atchley commented on the importance of not losing sight of quality programs. She stated that you can have an efficient program that has little quality. What we really want is a quality program with efficiency.

Dr. Meredith emphasized the need to have milestones and be looking five years, ten years, etc., into the future.

Dr. Meredith commented on the topic of research. He shared a chart of local institutions and each of their top areas where they are receiving federal monies. It also identified programs that overlapped for each institution. He suggested gathering data like this and looking at it to determine the overlap and determining if there are other efficiencies or inefficiencies.

On the topic of research, President Westerberg asked for a presentation to be made to the Board to speak to the value of having three research institutions and how they could be managed. Board members agreed. President Westerberg asked for this report to include numbers to quantify and qualify the report. Ken Edmunds will initiate and administer this reporting.

Dr. Meredith asked for items the Board should be focusing on for the next year. The following items were identified:

1. What is good for the state
2. Private and state funding
3. Finalize and implement IIIZ
4. Programmatic review
5. Finalize where we are on research
6. Funding formula
7. Implement legislative changes as related to K-12
8. Implement college access issues (define priorities)
9. Identify unnecessary reports with presidents. Implement delegatory efficiencies
10. Stay focused on 60% goal
11. Repair disconnect between K-12 and Board (reconnect)
12. Longitudinal data system
13. Expansion of K-12 system into Higher Ed

Discussion ensued about how to reconnect with K-12 and focus on those K-12 students moving on to K-16 and K-20. Rod Lewis commented that there needs to be more engagement and involvement to bridge the gap and shortfalls between K-12 and K-20.

Milford Terrell suggested splitting up the Board members to oversee and report on the various progresses of each university. He suggested monthly or bimonthly meetings between board members and presidents, provosts, VPRs, etc. Feedback was not supportive of this because of the amount of time it

would take to accomplish this.

In conclusion, Dr. Meredith suggested prioritizing the list they compiled. The Board members concluded that the following list of their top five items was a priority for the next 12 months.

1. Research
2. Funding formula
3. Programmatic review/metric
4. IIIZ (graduate level duplication of programs and measures for efficiency
5. Reconnect w/ K-12

The discussion was concluded and a short break for lunch was taken. At 1:00 p.m., a motion to enter into executive session was entertained. A roll call of members was taken.

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

**M/S (Edmunds/Soltman)**: **A motion to enter into executive session at 1:00 p.m. pursuant to Idaho Code Section 67-2345(1)(b), which permits an executive session for the purposes of evaluating, dismissing or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. This executive session will be utilized to evaluate the presidents of Idaho's state higher education institutions and its executive director.**

**M/S (Edmunds /Soltman ): To go out of Executive Session at 3:30 p.m. Motion to adjourn at 3:30 p.m.** Motion carried unanimously**.**

## SUBJECT

Approval of Institution, Agency, and Special/Health Programs Strategic Plans

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.
Section 67-1901 through 67-1903, Idaho Code.

## BACKGROUND/ DISCUSSION

The State of Idaho requires the Board and institutions, agencies and special/health programs under the governance/oversight of the board to submit a strategic plan each year in July. Attached you will find the strategic plans for the institution's, agencies and special/health programs for Board approval.

The guidelines set by the Board office follow the Division of Financial Management (DFM) and Idaho Code requirements. Each strategic plan must include, by code:

* ***Vision and/or Mission Statement:*** Provide a comprehensive outcome-based statement covering major division and core functions of the agency. For the institutions, under the direct governance of the Board, the mission statement is the Board approved role and mission statement.
* ***Goals for major divisions:*** A goal is a planning element that describes the broad condition or outcome that an agency or program is trying to achieve.
* ***Objective:*** The objective is a planning element that describes how the agency plans to achieve a goal.
* ***Performance Measures:*** Performance measures assess the progress the agency is making in achieving a goal (quantifiable indicator).
* ***Benchmarks:*** Benchmarks are performance targets for each performance measure for at a minimum the next fiscal year (and an explanation of how the benchmark level was established which can mean an industry standard or agency research of circumstances that impact performance capabilities).
* ***External Factors:*** Identify external factors that are beyond the control of the agency that affect the achievement of goals.

## IMPACT

Once approved, Board staff will submit the strategic plans to DFM.

## ATTACHMENTS

**Community Colleges**

| | | |
|---|---|---|
| Attachment 01 – | College of Southern Idaho | Page 03 |
| Attachment 02 – | College of Western Idaho | Page 17 |
| Attachment 03 – | North Idaho College | Page 23 |

**Agencies**

| | | |
|---|---|---|
| Attachment 04 – | Idaho Division of Professional Technical Education | Page 43 |
| 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 124
Attachment 19 – Idaho State University Page 136
Attachment 20 – Lewis-Clark State College Page 145
Attachment 21 - Eastern Idaho Technical College Page 153

**STAFF COMMENTS AND RECOMMENDATIONS**

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

At the October 2011 Board meeting, the Board will be presented with the performance measures from the institutions, agencies, and special/health programs 2011-2015 strategic plans. Performance measures indicated in the 2012-2016 strategic plans are reported on at the October 2012 Board meeting.

**BOARD ACTION**

A motion to approve the 2012-2016 Institution, Agency, and Special/Health Program Strategic Plans as submitted and to authorize staff to make minor changes to performance measures as needed prior to submittal to the Division of Financial Management.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

# 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:

| | |
|---|---|
| **People** | Above all, we value our students, employees, and community. We celebrate individual uniqueness, worth, and contributions while embracing diversity of people, backgrounds, experiences, and ideas. We are committed to the success of our students and employees. |
| **Learning** | We value lifelong learning, informed engagement, social responsibility, and productive global citizenship. We are committed to student learning and success. We strive to instill in our students and employees a lifelong passion for learning. |
| **Access and Opportunity** | We value convenient, affordable, and equitable access to higher education. We make every effort to eliminate or minimize barriers to access. We create opportunities for educational, personal, and economic success. |
| **Quality and Excellence** | We strive for excellence in all of our endeavors. We offer high-quality educational programs and services that are of value to our constituents. We are committed to high academic and professional standards, and to the continuous improvement of our educational programs, services, processes, and outcomes. |
| **Creativity and Innovation** | We value and support innovative and creative ideas and solutions that foster improvement and allow us to better serve our students and our community. We encourage entrepreneurial spirit. |
| **Responsibility and Accountability** | We value personal and institutional integrity, responsibility, and accountability. We believe in serving our constituents responsibly in order to preserve the public's ongoing trust. We strive to develop an environment that encourages and enables a culture of meaningful assessment and continuous improvement. We value inspired, informed, transparent, and responsible leadership and decision-making at all levels of the College. We value our environment and the conservation of our natural resources and strive to create facilities, systems, programs, and practices that are environmentally sustainable. |
| **Collaboration and Partnerships** | We value collaboration and actively pursue productive and mutually beneficial partnerships among people, institutions, organizations, and communities to share diverse ideas, talents, and resources. |

## Vision 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**
PO Box 1238
Twin Falls, ID 83303

www.csi.edu

College of Western Idaho

Office of Planning and Assessment

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.

Mail Stop 1000 P.O. Box 3010 Nampa, Idaho 83653 phone 208.562.3519 fax 208.562.3555 www.cwidaho.cc

## 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*

*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*

***

| | |
|---|---|
| *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.

| | |
|---|---|
| *Action Item:* | *Improve financial aid education to the outreach centers staff and students.* |
| *Outcome:* | *Increased awareness of financial aid options by outreach students and outreach center staff.* |
| *Performance Measure:* | *Increased awareness of financial aid options by outreach students and outreach center staff.* |

***

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.

| | |
|---|---|
| *Action Item:* | *Implement ideas developed by team.* |
| *Outcome:* | *Assigned project managers with appropriate due dates for implementation* |
| *Performance Measure:* | *Reports due by project managers detailing progress* |

***

| | |
|---|---|
| *Action Item:* | *Meet weekly to discuss issues and develop strategies.* |
| *Outcome:* | *Organize a meeting with stakeholders outlying goals and possible outcomes.* |
| *Performance Measure:* | *Documentation that team met and made progress* |

***

**Goal: Improve student communications**

Objective: Develop technology-based student services.

| | |
|---|---|
| *Action Item:* | *Develop and implement student transcript tracking and processing.* |
| *Outcome:* | *Student's ability to get transcripts from NIC will be enhanced.* |
| *Performance Measure:* | *This process will be technology based.* |

***

| | |
|---|---|
| *Action Item:* | *Improve web based transfer information.* |
| *Outcome:* | *Students and advisors will have easier access to transfer information.* |
| *Performance Measure:* | *Students and advisors will utilize the web to research transfer information.* |

***

Objective: Identify and develop appropriate recruitment strategies for targeted populations.

| | |
|---|---|
| *Action Item:* | *Expand social networking through student activities.* |
| *Outcome:* | *Students will be more aware of available activities and programs.* |
| *Performance Measure:* | *Increased student participation in activities and* |

*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

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* |

| | |
|---|---|
| | *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* |

***

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.*

| | |
|---|---|
| *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* |

***

| | |
|---|---|
| *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

**Goal:** **Enhance community perception of NIC among targeted groups.**

Objective: Develop strategies to involve community members in NIC activities and events.

*Action Item:* *Continue current process of promoting events and activities.*

*Outcome:* *Promote NIC events and activities*

*Performance Measure:* *None*

***

*Action Item:* *Continue the "Be Our Guest" program.*

*Outcome:* *Provide "Be Our Guest" passes*

*Performance Measure:* *More attendance at NIC events.*

***

*Action Item:* *Continue to send annual events list and season guest pass to targeted populations.*

*Outcome:* *Targeted populations receives passes to NIC events.*

*Performance Measure:* *Increased attendance at NIC events.*

***

Objective: Promote the value of NIC and the credentials and expertise of the faculty to the community.

*Action Item:* *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.*

*Outcome:* *Prospective students hear from those impacted by NIC.*

*Performance Measure:* *None*

***

*Action Item:* *Promote and publicize community service projects and activities involving students, faculty, and staff.*

*Outcome:* *More community involvement*

*Performance Measure:* *None*

***

*Action Item:* *Promote the job placement rate and salary information of NIC Professional-Technical graduates (this report is already done by the PTE Division).*

*Outcome:* *Information promoted*

*Performance Measure:* *Press release, clippings*

***

**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

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* |

***

## THEME VI: DIVERSITY & HUMAN RIGHTS

**Goal:** **Promote diversity and human rights, including respect for all elements of the college.**

Objective: Develop a comprehensive employee diversity initiative focused on improving awareness and inclusion throughout the campus.

| | |
|---|---|
| *Action Item:* | *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* |

| | | |
|---|---|---|
| | | *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

**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

# Strategic Plan 2012-2016

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The Division of Professional-Technical Education is an integral part of the State Board of Education's strategic plan that envisions an accessible and a seamless public education system that results in a highly educated citizenry. Professional-technical education (PTE) provides Idaho's youth and adults with technical skills, knowledge, and attitudes necessary for performance in a highly effective workplace.

Idaho Code defines PTE as secondary, postsecondary and adult courses, programs, training and services administered by the Division of Professional-Technical Education for occupations or careers that require less than a baccalaureate degree. Close to eighty percent of Idaho's jobs do not require a baccalaureate degree. PTE programs prepare students for jobs and further education. A higher percentage of PTE high school completers go onto postsecondary education than the general Idaho population. PTE students at the high school level can articulate programs to the technical colleges. This provides students with an opportunity to earn portable, stackable credentials that can culminate with an Associate of Applied Science (AAS) degree. An important 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 deliver programs and services to people throughout the state. The strategic planning process is dynamic and encompasses PTE's continuous improvement philosophy. This plan builds on the efforts of dedicated PTE teachers and instructors; supportive administration and the participation of business and industry representatives in all PTE's programs.

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.

## Vision Statement

Economic vitality as well as quality of life is dependent on effective people equipped with the necessary skills, knowledge and attitudes to compete effectively, work efficiently and safely while balancing responsibilities to the family and the community. A qualified skilled workforce is essential to the competitiveness of Idaho's businesses and industries and the well-being and safety of Idaho's citizens. Professional-Technical Education is the delivery system that focuses on this need.

Professional-Technical Education is Idaho's public workforce education and training delivery system and is devoted to preparing students for occupations requiring less than a four year baccalaureate degree. This includes training for workers already in the workplace and for adults needing basic academic skills.

Quality, access, accountability, responsiveness and commitment to continuous improvement are hallmarks of Idaho's Professional-Technical Education System.

## KEY EXTERNAL FACTORS

- Rapid technological change
- Diversification of Idaho's job market
- Adequate supply of qualified instructors
- State and federal legislation
- State and national economic climates
- State employment rates

## AUTHORITY

This strategic plan has been developed by the Division of Professional-Technical Education (DPTE) in compliance with Idaho Code, Chapter 19, Title 67, and Sections 67-1901 through 67-1905, as amended. It supersedes all previous DPTE strategic plans.

Statutory authority for the DPTE is delineated in Idaho Code, Chapter 22, and Sections 33-2201 through 33-2212. IDAPA 55 states the role of DPTE is to administer professional-technical education in Idaho and lists specific functions. Section 33-1002G allows school districts to establish professional-technical schools and 39-5009 established the displaced homemaker account for appropriation to the State Board of Professional-Technical Education.

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**Goal 1: A Well Educated Citizenry** – *The educational system will provide opportunities for individual advancement.*

**Objective A: Access** – Provide access to professional-technical education programs and services.

**Performance Measures:**

- Provide resources to secondary and postsecondary programs and services.

- Inform Idahoans about professional-technical education, occupations, educational programs and institutions, and schools that offer professional-technical education programs.

- Expand professional-technical education offerings through alternative delivery options.

- Expand opportunities that help special populations participate in professional-technical programs and services.
  **Benchmark**: Number of ABE clients who meet their stated goal will increase 2% each year.

- Increase the number of short-term training classes (including statewide fire and emergency services training programs).
  **Benchmark**: The number of short-term training classes will increase by 2% each year.

**Objective B: Higher Level of Educational Attainment –** Increase the education attainment of Idahoans through participation and retention in Idaho's professional-technical education system.

**Performance Measures:**

- Support Advanced Learning Partnerships to develop articulation agreements between secondary and postsecondary professional-technical education programs.
  **Benchmark:** Update 100% of articulation agreements annually.

- Increase the number of secondary professional-technical education completers who transition to postsecondary education or training.
  **Benchmark**: The number of secondary professional-technical education completers who transition to postsecondary education or training will exceed the National Center for Higher Education Management System rankings in Idaho.

- Percentage of postsecondary students who are retained in professional-technical programs.
  **Benchmark:** Postsecondary completer rate will be at least 70%.

**Objective C: Adult Learner Re-Integration –** Improve the processes and increase the options for re-integration of adult learners into the professional-technical educational system.

**Performance Measures**:

- Establish bridge programs in the technical colleges.
  **Benchmark:** One bridge program at each technical college.

- Provide professional development opportunities for postsecondary counselors.
  **Benchmark:** Increase number of professional development activities for postsecondary counselors.

**Objective D: Transition** – Improve the ability of the professional-technical education system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

**Performance Measures:**

- Maintain high placement rate for technical college completers.
  **Benchmark:** Postsecondary professional-technical education completer job placement rate will be a minimum of 75%.

- Percentage of postsecondary professional-technical education completers who obtain positive placement.
  **Benchmark:** Postsecondary professional-technical education completer positive placement rate will be a minimum of 90%.

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**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.*

**Objective B: Innovation and Creativity –** Educate students who will contribute creative and innovative ideas to enhance society.

**Performance Measure:**

- Promote business and industry internships, apprenticeships, and work-based learning in professional-technical education program.
  **Benchmark:** New program applications will include internships, apprenticeships, or work-based experiences.

**Objective C: Quality Instruction** – Improve the quality of Idaho's professional-technical education system.

**Performance Measures:**

- Recruit and retain qualified professional-technical educators.

- Ensure that professional-technical education programs meet industry standards and employer expectations.
  **Benchmark:** Postsecondary professional-technical education completer job placement rate will be a minimum of 75%.

- Support implementation of Technical Skill Assessments (TSA) at the secondary and postsecondary levels.
  **Benchmark:** The number of PTE concentrators who take state approved TSA will increase 10% each year.

- Promote and provide professional development opportunities for teachers, instructors, and counselors.
  **Benchmark:** Increase participation at annual summer conference by 2% each year.

**Goal 3: Effective and Efficient Delivery Systems –** *Ensure educational resources are used efficiently.*

**Objective A: Cost Effective and Fiscally Prudent -** Ensure effective and efficient use of professional-technical education resources.

**Performance Measures:**

- Review, revise, and implement policies to make efficient use of professional-technical education system resources.

- Ensure funds designated for the professional-technical education system are efficiently managed to support the role and mission.

- Maintain efficient financial and accounting systems for the Division and the professional-technical education system.

**Objective B: Data-Driven Decision Making** Increase the quality, thoroughness, and accessibility of data for informed decision-making of Idaho's educational system

**Performance Measures:**

- Postsecondary professional-technical education student completion rate.
  **Benchmark:** Postsecondary professional-technical education student completion rate will be a minimum of 70%.

- Postsecondary professional-technical education completer positive placement rate.
  **Benchmark:** Postsecondary professional-technical education completer positive placement rate will be a minimum of 90%.

- Average number of credits earned at completion of Associate of Applied Science degree program.
  **Benchmark:** All new AAS Degree programs will not exceed 72 credits.

- Participate in the secondary and postsecondary longitudinal data system with the ability to access timely and relevant professional-technical education data.
  **Benchmark:** Secondary – access timely and relevant professional-technical education data by 2012.
  **Benchmark:** Postsecondary – access timely and relevant professional-technical education data no later than 2015.

Strategic Plan

# 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

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

## VISION STATEMENT

Inspire, enrich, and educate the people we serve, enabling them to make a better world.

## MISSION STATEMENT

The mission of Idaho Public Television is to meet the needs and reflect the interests of its varied audiences by:

- Establishing and maintaining statewide industry-standard delivery systems to provide television and other media to Idaho homes and schools;
- Providing quality educational, informational, and cultural television and related resources;
- Creating Idaho based educational, informational, and cultural programs and resources;
- Providing learning opportunities and fostering participation and collaboration in educational and civic activities; and
- Attracting, developing, and retaining talented and motivated employees who are committed to accomplishing the shared vision of Idaho Public Television.

# Idaho Public Television
# STRATEGIC PLAN 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)

- 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)

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)

- 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.

- Continue efforts to remove barriers to teacher certification and provide support to those who want to enter the teaching profession.

- Increase dissemination of and accountability for research-based best practices in teacher preparation and provision of ongoing professional development that support student success.

- Continue efforts to provide increased pay for teachers in leadership and mentoring roles.

- Coordinate a statewide school improvement effort for those schools needing assistance to meet Adequate Yearly Progress goals.

- Increase the level of parental and community involvement in the education system by seeking partnerships with and feedback from all education stakeholders.

- Focus the statewide dropout prevention efforts of all education partners to reduce Idaho's dropout rate and increase graduation rates.

- Continue to support the establishment of public charter schools, public magnet schools and online educational opportunities to offer parents more quality choices in education for their children.

- Provide timely and relevant information, technical assistance and funding to Idaho's educators, schools, districts, students, parents, business leaders and the community, with a focus on excellent customer service.

- Increase efficiency of data collection procedures from school districts and public charter schools.

- Support efforts by school districts to consolidate services and streamline operations to make more efficient use of taxpayer funds and put more dollars into the classroom.

The State Department of Education partners with independent school districts to ensure all students receive an education that prepares students for successful post-secondary education, employment and life.

**Goal 1: Ensure students have the skills and knowledge necessary to succeed from kindergarten to high school graduation and post-secondary education.**

*Objective 1. Improve student achievement at the middle school level.*

Performance Measures: Idaho Standards Achievement Tests grades 6 to 8.

Benchmark: Eighty percent of students in grades 6 to 8 will achieve proficiency on the ISAT in math, reading, language usage.

*Objective 2: Improve access to post-secondary education while in high school.*

Performance Measures: Percentage of high schools offering dual credit.

Benchmark: Sixty percent of high schools offering dual credit.

Performance Measure: High Schools connected to the Idaho Education Network.

Benchmark: One hundred percent of high schools in Idaho connected to the Idaho Education Network by 2012.

**Goal 2: Ensure every teacher is highly qualified and is compensated for their results to improve student achievement.**

*Objective 1: Help teachers meet the criteria set forth by No Child Left Behind to be "highly qualified."*

Performance Measure: Number of teachers who are highly qualified.

Benchmark: One hundred percent of teachers in Idaho will be deemed as highly qualified.

*Objective 2: Create a pay-for-performance pilot system for teachers to reward them for skills, knowledge and student achievement results.*

Performance Measure: Number of districts implementing pay for performance.

Benchmark: Forty percent of schools implement pay for performance pilot.

**Goal 3: Implement a longitudinal data system where teachers, administrators and parents have accurate student achievement data for a child's educational career.**

*Objective 1: Deploy a longitudinal data system in alignment with the twelve data elements and seven capabilities of the America COMPETES act and ARRA SFSF.*

Performance Measure: 12 elements of the American COMPETES Act.

Benchmark: Hundred percent of the America COMPETES Act implemented.

*Objective 2: Integrate budgeting and reporting applications into longitudinal data system.*

Performance Measure: Percentage of required budget and reporting applications obtained through longitudinal data system.

Benchmark: 100 percent of the budget and reporting applications implemented by 2012.

*Objective 3: Deliver student achievement data to the classroom for the individualization of instruction.*

Performance Measure: Student achievement information available to teachers via secure portal in every Idaho classroom for continuous improvement of instructional practices.

Benchmark: One-hundred percent of k-12 student information available by September 2012.

# AGRICULTURAL RESEARCH & EXTENSION SERVICE STRATEGIC PLAN

# 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.

- 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.

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

## S T R A T E G I C  P L A N

## 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 the 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 r sources
  **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.

sbdc IDAHO 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

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).

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

These topics will be the incorporated into training courses and professional development for consultants.

## SWOT

| INTERNAL | EXTERNAL |
|---|---|
| Strengths | Opportunities |
| • No-cost<br>• People – expertise, passion, and professional development system<br>• Public and private partnerships and networks<br>• Systems for high performance<br>• Leadership at all levels | • Changes in the economy<br>• Strategic partners – leveraging resources<br>• Entrepreneurial culture<br>• Increase in angel investors<br>• New business trends – green, etc.<br>• Baby boomers |
| Weaknesses | Threats |
| • Market position – penetration of established small business market, brand, awareness beyond startup assistance (attraction of high growth companies)<br>• Sharing tools and resources at state and national levels<br>• Geographical area<br>• Implementation – lack of focused planning and disciplined follow-up | • Economy – especially in rural areas, hard for businesses to succeed and hard for businesses in all area to find funding<br>• Reduced funding at state and federal level<br>• Competitors |

## 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 NxLeveL 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

**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

| Performance Measure | Description/Benchmark* | CY2010 |
|---|---|---|
| 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 |

| | | |
|---|---|---|
| | 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.

Revised March 23, 2011

**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

- 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.

University of Idaho
A LEGACY OF LEADING

# *Leading Idaho: The University of Idaho Strategic Plan*

***2012-2016***

## 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 locations, laboratories, research and extension centers, outreach programs, and a base of loyal alumni worldwide. These resources provide connections to individuals, businesses, and communities that strive to 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 and provides access and inclusion for all cultures 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 2011-2015 Strategic Plan fulfills the promise of a 21st 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.

## VISION

We will be a leader among land-grant and flagship institutions in the 21st 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.

## 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

**Goal 1: Teaching and Learning Goal: Enable student success in a rapidly changing world.**

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. Learning experiences drawn from our disciplinary and interdisciplinary strengths will help students develop the ability to identify and address complex problems and opportunities.

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.

*Performance Measure:* The number of programs engaged in assessment processes that result in the review and refinement of curricular and/or co-curricular learning activities to strengthen student learning.
*Benchmark:* One-hundred percent of the programs completing this year's assessment cycle will have developed action strategies for making improvements by December, 2011.
*Rationale:* This is a NWCCU accreditation requirement. Previously we found 83% had completed assessment plans specifying student learning outcomes.

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.

*Performance Measure:* Students participating in experiential learning opportunities (research, service learning, study abroad and internships) during their UI experience.
*Benchmark:* Maintain participation of approximately 4,000 students in 100 service-learning courses annually.
*Rationale:* Over the course of the 2010-2011 academic year, some 3,800 University of Idaho students participated in 98 service-learning courses and provided more than 150,000 hours of service to more than 160 community organizations throughout Idaho.

**Goal 2: Scholarly and Creative Activity Goal: 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.

*Performance Measure:* The number of grant applications supporting or requiring interdisciplinary activities in which two or more faculty from different departments are listed as Co-Principal Investigators.
*Benchmark:* The number of interdisciplinary grant applications submitted, the number funded and the total dollars awarded will be tallied beginning with the 2010-11 year.
*Rationale:* There are no comparative figures on "interdisciplinary" grants applied for or awarded from other institutions. This is an area of particular interest to the University of Idaho; continuous improvement is the objective at this time.

Objective B: 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 to sustain successful projects.

*Performance Measure:* Relative compensation for both Teaching Assistants and Research Assistants as compared with the Graduate Assistant Stipend Survey rankings produced by Oklahoma State University.
*Benchmark:* The University will improve its overall average rank to exceed the 25th percentile nationally.
*Rationale:* Using the peer data included in the Oklahoma State Graduate Assistant salary study provides a consistent standard against which we can compare our performance. The most recent analyses indicate UI TA salaries average rank is at about the 10th percentile of peer institutions, while RA salaries average rank is at about the 21st percentile.

**Goal 3: Outreach and Engagement Goal: 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 facilitate 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.

*Performance Measure:* Evidence of an institutional commitment to supporting faculty outreach and engagement activities in each strategic area noted above.
*Benchmark:* Qualitative and quantitative evidence indicating progress in each area.
*Rationale:* Demonstrating progress in this area requires a mixed-methods approach, which will include noting establishment of distinct organizational structures, changes in annual position descriptions, promotion and tenure policies, recognition from national agencies (e.g. Carnegie Classification for Engagement, US Presidential Higher Education Community Service Honor Role, Magrath and Kellogg Foundation Engagement Awards).

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.

*Performance Measure:* Percentage of students participating and total hours of service learning activities, reported by the University of Idaho Service Learning Center and the ASUI Volunteerism Center.
*Benchmark:* One-third of the total student body (approximately 4000 students) will contribute 150,000 hours of community service each year to more than 150 community organizations throughout Idaho.
*Rationale:* Over the course of the 2010-2011 academic year approximately 30% of University of Idaho students participated in 98 service-learning courses and provided more than 150,000 hours of service to more than 160 community organizations throughout Idaho.

**Goal 4: Community and Culture Goal:** 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 diverse faculty and staff.
3. Expand opportunities for cultural competency training.

4. Build extended community partnerships to enhance an environment that values diversity.

*Performance Measure:* Percentage of minority students, faculty and staff.
*Benchmark:* Meet or exceed peer medians, as reported to IPEDS.
*Rationale:* The diversity of our campus should be compared with our land-grant, high research peer institutions' 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.

*Performance Measure:* Percentages of faculty, staff and students who report positive experiences on surveys conducted periodically to assess the culture and climate. These include the every-third-year HERI/UCLA Faculty and UI Staff surveys, and the annual Graduating Senior Survey.
*Benchmark:* Previous years' data needs to be examined in order to identify the appropriate questions and establish meaningful benchmarks.
*Rationale:* The periodic surveys listed above provide historical data suitable for trend analyses. The UI Diversity Task Force is also in the process of studying these issues and developing additional measures.
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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 new and unique 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 attitudes of leadership and excellence.
6. Steward our financial assets, infrastructure, and human resources to optimize performance.

*Performance Measure:* For finances, the institution primary reserve ratio.

*Benchmark:* The institution primary reserve ratio, as reported by UI Business Systems and Accounting Services, should be comparable to the advisable level of reserves established by NACUBO.
*Rationale:* This benchmark is based on NACUBO recommendations.

BOISE STATE UNIVERSITY

# 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 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

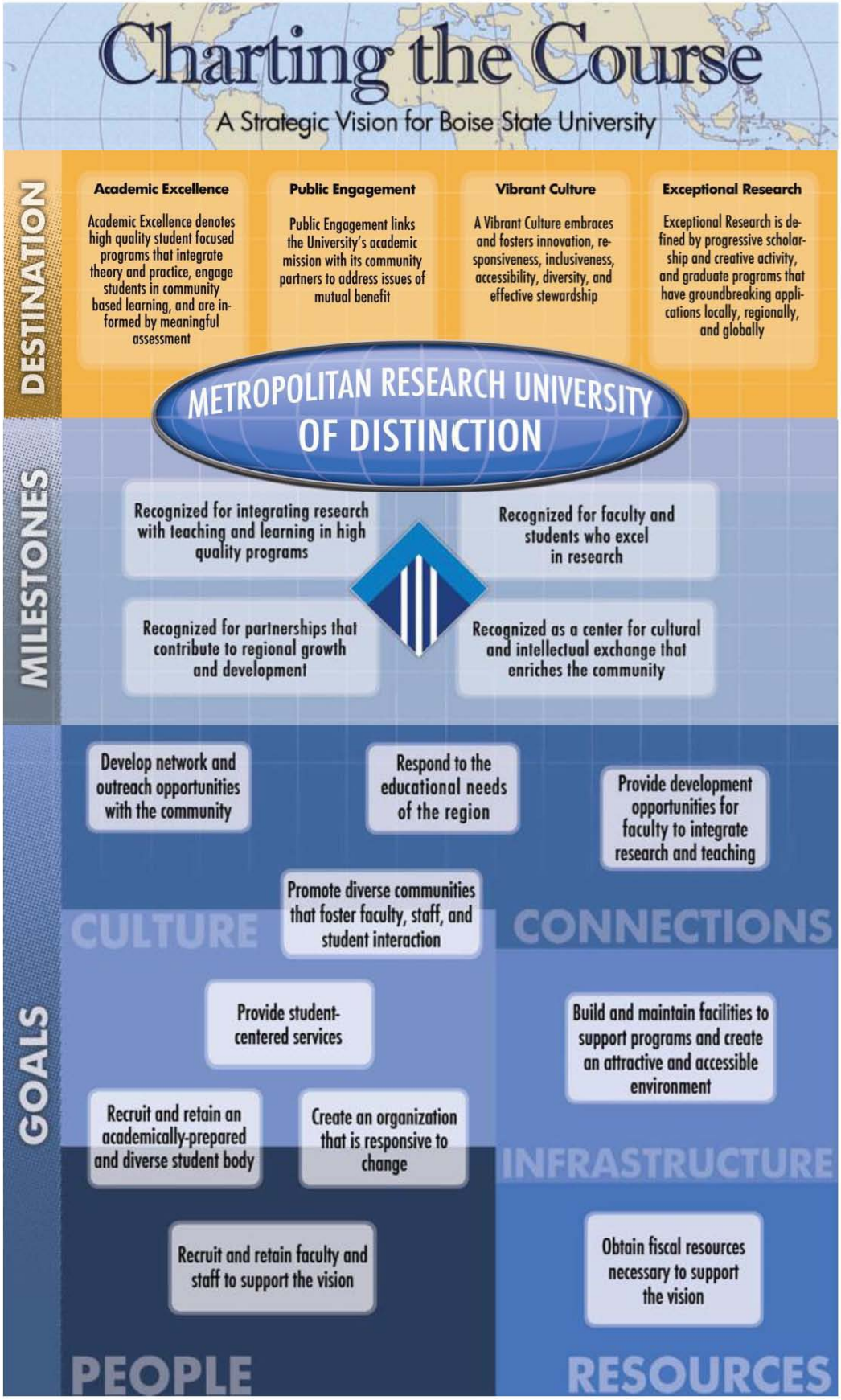
**Goal X. Obtain fiscal resources necessary to support the vision**

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


Charting the Course
A Strategic Vision for Boise State University
DESTINATION
Academic Excellence
Academic Excellence denotes high quality student focused programs that integrate theory and practice, engage students in community based learning, and are informed by meaningful assessment
Public Engagement
Public Engagement links the University's academic mission with its community partners to address issues of mutual benefit
Vibrant Culture
A Vibrant Culture embraces and fosters innovation, responsiveness, inclusiveness, accessibility, diversity, and effective stewardship
Exceptional Research
Exceptional Research is defined by progressive scholarship and creative activity, and graduate programs that have groundbreaking applications locally, regionally, and globally
METROPOLITAN RESEARCH UNIVERSITY OF DISTINCTION
MILESTONES
Recognized for integrating research with teaching and learning in high quality programs
Recognized for faculty and students who excel in research
Recognized for partnerships that contribute to regional growth and development
Recognized as a center for cultural and intellectual exchange that enriches the community
GOALS
Develop network and outreach opportunities with the community
Respond to the educational needs of the region
Provide development opportunities for faculty to integrate research and teaching
Promote diverse communities that foster faculty, staff, and student interaction
CULTURE
CONNECTIONS
Provide student-centered services
Build and maintain facilities to support programs and create an attractive and accessible environment
Recruit and retain an academically-prepared and diverse student body
Create an organization that is responsive to change
INFRASTRUCTURE
Recruit and retain faculty and staff to support the vision
Obtain fiscal resources necessary to support the vision
PEOPLE
RESOURCES

## Boise State University Strategy Matrix

These guiding strategies reflect routes by which Boise State University will achieve its goals.

METROPOLITAN RESEARCH UNIVERSITY OF DISTINCTION

| STRATEGIES | GOALS | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | (1) Develop network and outreach opportunities with the community | (2) Respond to the educational needs of the region | (3) Provide development opportunities for faculty to integrate research and teaching | (4) Build and maintain facilities to support programs and create an attractive and accessible environment | (5) Promote diverse communities that foster faculty, staff, and student interaction | (6) Recruit and retain an academically-prepared and diverse student body | (7) Recruit and retain faculty and staff to support the vision | (8) Provide student-centered services | (9) Create an organization that is responsive to change | (10) Obtain fiscal resources necessary to support the vision |
| (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.

**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.)*

**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).*

**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.

*(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 inter-disciplinary 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.

**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.

**<u>Goal I.</u> 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 75th 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.PA. 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.

# Eastern Idaho Technical College

# Strategic Plan FY12 – FY16

**Revised April 2011**

EITC Strategic Plan FY12-FY15

## Vision

*Our vision is to be a superior professional-technical college. We value a dynamic environment as a foundation for building our College into a nationally recognized technical education role model. We are committed to educating all students through progressive and proven educational philosophies. We will continue to provide high quality education and state-of-the-art facilities and equipment for our students. We seek to achieve a comprehensive curriculum that prepares our students for entering the workforce, articulation to any college and full participation in society. We acknowledge the nature of change, the need for growth, and the potential of all challenges.*

## Mission

*Eastern Idaho Technical College provides superior educational services in a positive learning environment that champions student success and regional workforce needs.*

**GOAL I: Provide high quality educational programs that prepare students to be successful.**

**Objectives:**

1. Monitor college service area's labor market needs and review the need for new academic programs and community education/workforce training courses.
   - ***Performance Measure:***
     - Number of academic programs and community education/workforce training courses identified as needed to respond to labor market needs.
   - ***Benchmark:***
     - Identify at least one (1) academic program and at least five (5) community education/workforce training courses identified to respond to labor market needs.

2. Determine feasibility of developing one (1) new academic program and five (5) community education/workforce training courses identified as needed to respond to labor market needs.
   - ***Performance Measure:***
     - Completion of feasibility analysis for one (1) new academic program and five (5) community education/workforce training courses.
   - ***Benchmark:***
     - Feasibility analyses will be completed for one (1) new academic program and five (5) community education/workforce training courses.

3. Development of new academic program(s) and community education/workforce training courses deemed feasibly possible.

- ***Performance Measure:***
  - Development of feasibly possible program(s) and community education/workforce training courses.
- ***Benchmark:***
  - All feasibly possible academic program(s) and community education/workforce training courses will be developed.

**GOAL II: Provide high quality admission and student support.**

**Objectives:**

1. Provide multiple opportunities to obtain feedback from potential and current students aka "customers."
   - ***Performance Measure:***
     - Number of opportunities for potential and current students to provide feedback regarding their experience with admission and student support staff.
   - ***Benchmark:***
     - Identify opportunities currently in place to obtain feedback from potential and current students. Create at least one (1) additional opportunity for potential students to provide feedback to the college about their experience when encountering admission and student support staff. Create at least one (1) additional opportunity for current students to provide feedback to the college about their experience with admission and student support staff.

2. Implement improvements based upon feedback from "customers."
   - ***Performance Measure:***
     - Number of newly implemented "customer" improvements.
   - ***Benchmark:***
     - Implement at least three (3) new ideas, identified via feedback of potential students and/or currently enrolled students, to enhance the experience of the potential student and/or the currently enrolled student as it pertains to admissions and/or student support.

**GOAL III: Provide a safe and high quality learning environment.**

**Objectives:**

1. Review Emergency Response Plan maintained by the Emergency Response Committee and make changes as appropriate.
   - ***Performance Measure:***
     - Ongoing review of Emergency Response Plan with appropriate changes made to plan.
   - ***Benchmark:***
     - Throughout the year, at quarterly meetings, the Emergency Response Committee will review the components of the Emergency Response

Plan and modify said plan as appropriate to support a safe learning environment.

2. Increase reach of the EITC Tutoring Center and the services provided by the Center.
   - ***Performance Measure:***
     - Number of students served.
   - ***Benchmark:***
     - Increase number of students served, during each academic year, by at least one percent (1%).

3. Implement improvements based upon feedback from students via faculty evaluations.
   - ***Performance Measure:***
     - Number of newly implemented improvements made by students via faculty evaluations.
   - ***Benchmark:***
     - Implement at least one (1) new idea, identified via feedback of students through faculty evaluations.

**GOAL IV: Enhance community partnerships.**

**Objectives:**

1. Increase reach of Adult Basic Education Division (ABE) in their efforts to assist individuals become more capable and productive community members and improve individuals' skills in reading, math, writing, and English as a second language; as well as, preparing individuals to successfully complete the GED, if desired.
   - ***Performance Measure:***
     - Number of students served.
   - ***Benchmark:***
     - Increase number of students served, during each academic year, by at least one percent (1%).

2. Increase reach of Center for New Directions (CND) in their efforts to empower individuals to make positive life changes.
   - ***Performance Measure:***
     - Number of students served.
   - ***Benchmark:***
     - Increase number of students served, during each academic year, by at least one percent (1%).

3. Encourage collaboration with college service area's labor market.
   - ***Performance Measure:***
     - Publicity regarding desire to be of service to college service area's labor market area.
   - ***Benchmark:***
     - Increase number of incidents that public relations materials includes specific mention of EITC's desire to collaborate with area market (site existing collaborative efforts as examples, i.e. INL, Wildland Fire Courses, Tech Prep, etc.) by at least three (3) incidents.

## Key External Factors

## (beyond the control of Eastern Idaho Technical College)

Funding:

Most State Board of Education strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations. Availability of state revenues (for appropriation), gubernatorial, and legislative support for some Board initiatives can be uncertain.

Legislation/Rules:

Beyond funding considerations, many education policies are embedded in State statute or rule and not under Board control. Changes to statute and rule desired by the Board of Education are accomplished according to State guidelines. Rules require public notice and opportunity for comment, gubernatorial support, and adoption by the Legislature. Proposed legislation must be supported by the Governor, gain approval in the germane legislative committees and pass both houses of the Legislature.

Federal Government: A great deal of education funding for Idaho public schools is provided by the federal government. Funding is often tied to specific federal programs and objectives and therefore can greatly influence education policy in the State.

# CONSENT AGENDA
## JUNE 23, 2011

| TAB | DESCRIPTION | ACTION |
|---|---|---|
| 1 | **BAHR-SECTION I BOISE STATE UNIVERSITY**<br>New Positions & Changes to Positions | Motion to approve |
| 2 | **BAHR-SECTION I IDAHO STATE UNIVERSITY**<br>New Positions & Changes to Positions | Motion to approve |
| 3 | **BAHR-SECTION I UNIVERSITY OF IDAHO**<br>New Positions & Reactivations of Positions | Motion to approve |
| 4 | **BAHR-SECTION II – FY 2012 OPERATING BUDGETS** | Motion to approve |

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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 and Procedures, Section II.B.3.

### BACKGROUND/DISCUSSION

Boise State University requests approval to:

- Establish four (4) faculty positions (4.0 FTE) supported by appropriated funds; establish one (1) faculty position (1.0 FTE) supported by local funds.
- Establish one (1) professional staff position (1.0 FTE) supported by appropriated funds; establish seven (7) professional staff positions (7.0 FTE) supported by local funds.
- Establish four (4) classified staff positions (4.0 FTE) supported by appropriated funds; establish four (4) classified positions (4.0 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 two (2) professional staff positions (2.0 FTE) supported by local funds; increase the term of one (1) professional staff position (1.0 FTE) supported by grant funds
- Increase the term of two (2) classified staff positions (2.0 FTE) funded by appropriated funds; increase the term of one (1) classified staff position (1.0 FTE) funded by appropriated and local funds.

### IMPACT

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

### STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

### BOARD ACTION

I move to approve the request by Boise State for twenty one (21) new positions (21.0 FTE) and increase the term of seven (7) positions (7.0 FTE).

Moved by _____ Seconded by _____ Carried Yes____ No____

## NEW POSITIONS

| | |
|---|---|
| Position Title | Assistant Professor |
| Type of Position | Faculty |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $55,500 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Public Policy and Administration |
| Duties and Responsibilities | Provide instruction for Masters of Community and Regional Planning courses; conduct research in creative or scholarly work, and provide community service. |
| Justification of Position | Hiring additional faculty member will allow a larger group of candidates to be admitted to the program. |

| | |
|---|---|
| Position Title | Lecturer |
| Type of Position | Faculty |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $37,004 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | English Department |
| Duties and Responsibilities | Provide instruction for English courses. |
| Justification of Position | Ongoing initiative to convert adjunct faculty positions into permanent lecturer positions. |

| | |
|---|---|
| Position Title | Lecturer |
| Type of Position | Faculty |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $38,000 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Psychology Department |
| Duties and Responsibilities | Provide instruction for Psychology courses. |
| Justification of Position | Ongoing initiative to convert adjunct faculty positions into permanent lecturer positions. |

| | |
|---|---|
| Position Title | Lecturer |
| Type of Position | Faculty |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $37,000 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Physics Department |
| Duties and Responsibilities | Provide instruction for Physics courses. |
| Justification of Position | Ongoing initiative to convert adjunct faculty positions into permanent lecturer positions. |

| | |
|---|---|
| Position Title | Assistant Clinical Professor |
| Type of Position | Faculty |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $45,000 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Respiratory Care |
| Duties and Responsibilities | Provide instruction for Respiratory Care courses in a clinical setting; may serve on governance committees. |
| Justification of Position | Additional position allows for program growth and the ability to have a faculty presence at a local clinic affiliate. |

| | |
|---|---|
| Position Title | Data Warehouse Report Writer |
| Type of Position | Professional |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $44,000 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Office of Information Technology - Enterprise Application Systems |
| Duties and Responsibilities | Develop and build custom reports for campus users from the enterprise data warehouse. |
| Justification of Position | Demand for data has increased; this position has a strategic focus and will be instrumental in fulfilling campus-wide system initiatives. |

| | |
|---|---|
| Position Title | Senior Instructor/Contract Program Liaison |
| Type of Position | Professional |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $40,000 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | English Department - Intensive English Program |
| Duties and Responsibilities | Provide instruction in Intensive English courses; coordinate contract program. |
| Justification of Position | Position needed to meet demands for increased revenue generating programs. |

| | |
|---|---|
| Position Title | Student Services Coordinator |
| Type of Position | Professional |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $40,000 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Division of Extended Studies |
| Duties and Responsibilities | Ensure Distance Education student support needs are met and coordinate student services provided throughout the University. |
| Justification of Position | Additional position required to handle workload issues as part of reorganization of Distance Education student support functions due to significant growth in program offerings. |

| | |
|---|---|
| Position Title | Research Assistant (2 positions) |
| Type of Position | Professional |
| FTE | 1.0 FTE (each position) |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $42,100 (each position) |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Center for School Improvement and Policy Studies |
| Duties and Responsibilities | Conduct research on school improvement, and data analysis, seek external funding opportunities, and project coordination. |
| Justification of Position | Additional position needed to support proposal development and develop methods to increase student achievement. |

| | |
|---|---|
| Position Title | Manager, Twin Falls Bronco Shop |
| Type of Position | Professional |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $36,400 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Bookstore |
| Duties and Responsibilities | Responsible for daily retail floor operations of the Twin Falls Bronco Shop. |
| Justification of Position | Sales demands supports opening of a new Bronco Shop in the Magic Valley to assist in maximizing revenue. |

| | |
|---|---|
| Position Title | Assistant Director, Membership/Student Outreach |
| Type of Position | Professional |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $44,000 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Alumni Relations |
| Duties and Responsibilities | Responsible for overall coordination of membership program and overall marketing of the Association. |
| Justification of Position | Addition of program will lead to increased revenue to fund alumni programs and increased outreach leading to increased support for Boise State University. |

| | |
|---|---|
| Position Title | Assistant Coach, Strength and Conditioning |
| Type of Position | Professional |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $27,000 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Intercollegiate Athletics |
| Duties and Responsibilities | Assist the Head Strength and Conditioning Coach in the supervision of all teams and the development of individual strength and conditioning programs. |
| Justification of Position | Addition of position brings program closer to athlete/coach ratio recommended by the Collegiate Strength and Conditioning Coaches' Association. |

| | |
|---|---|
| Position Title | Engineering Technician, Experimental Systems |
| Type of Position | Classified |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $27,331 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | College of Engineering |
| Duties and Responsibilities | Build, modify, and maintain scientific, laboratory and prototype equipment used in engineering instruction and research. |
| Justification of Position | Additional resources for lab and equipment support needed due to growth in research activities and award of a research infrastructure grant. |

| | |
|---|---|
| Position Title | Management Assistant |
| Type of Position | Classified |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $30,805 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | College of Engineering |
| Duties and Responsibilities | Provide college-wide support for HR and other administrative functions. |
| Justification of Position | Additional position needed due to administrative staff reorganization. |

| | |
|---|---|
| Position Title | Office Specialist 2 |
| Type of Position | Classified |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $20,322 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Advising and Academic Enhancement |
| Duties and Responsibilities | Provide customer service and administrative support for Advising and Academic Enhancement staff. |
| Justification of Position | An increase in support staff required to handle additional programs aimed at supporting students experiencing academic difficulty and expansion of services provided. |

| | |
|---|---|
| Position Title | Administrative Assistant 2 |
| Type of Position | Classified |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $27,331 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Public Policy and Administration |
| Duties and Responsibilities | Provide administrative and operational support for Community and Regional planning programs. |
| Justification of Position | Position needed to support program directors in the Master of and Graduate Certificate in Community and Regional Planning programs. |

| | |
|---|---|
| Position Title | Administrative Assistant 2 |
| Type of Position | Classified |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $27,331 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Boise State Public Radio |
| Duties and Responsibilities | Provide administrative support for the Executive Director/General Manager and Director of Development/Associate General Manager. |
| Justification of Position | Commencement of a capital campaign will significantly increase workload of executive staff, leading to a need for greater levels of administrative support. |

| | |
|---|---|
| Position Title | Administrative Assistant 1 |
| Type of Position | Classified |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $23,379 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Educational Technology |
| Duties and Responsibilities | Provide adminstrative support functions for the daily operation of the department, staff, faculty and acadmic programs within the department. |
| Justification of Position | Enrollment and workload increases require additional administrative support to coordinate projects and maintain processes. |

| | |
|---|---|
| Position Title | Office Specialist 2 |
| Type of Position | Classified |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $20,322 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Taco Bell Arena |
| Duties and Responsibilities | Assist in supervising Box Office operations; manage shows using computerized ticketing software; assist customers and train/supervise ticket sellers. |
| Justification of Position | Reorganization of box office functions requires additional assistance to cover operations. |

| | |
|---|---|
| Position Title | Office Specialist 1 |
| Type of Position | Classified |
| FTE | 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | $18,720 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Morrison Center for Performing Arts |
| Duties and Responsibilities | Provide customer service for ticket sales at Box Office. |
| Justification of Position | Current staffing is insufficient for the Center's level of activity. |

## CHANGE IN POSITIONS

| | |
|---|---|
| Position Title | Social Worker |
| Type of Position | Professional |
| FTE | 1.0 FTE |
| Term of Appointment | Change from 10 to 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | Change from $36,660 to $44,000 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Counseling Center |
| Duties and Responsibilities | Provide a range of direct and indirect professional counseling services. |
| Justification of Position | Additional staff time needed to adequately address the mental health needs of students, increase availability of clinical time, and improve response time. |

| | |
|---|---|
| Position Title | Teacher |
| Type of Position | Professional |
| FTE | 1.0 FTE |
| Term of Appointment | Change from 10 to 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | Change from $13,831 to $16,600 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Children's Center |
| Duties and Responsibilities | Plans and executes activities designed to promote social, emotional, creative, physical and intellectual growth in children from infancy to six years of age. |
| Justification of Position | Additional staff time needed to meet ratio requirements. |

| | |
|---|---|
| Position Title | Director, Game Operations/Events |
| Type of Position | Professional |
| FTE | Change from .75 to 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | Change from $25,881 to $34,508 |
| Funding Source | Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Intercollegiate Athletics |
| Duties and Responsibilities | Direct the planning, coordination and oversight of athletic events and large-scale special events in athletic facilities. |
| Justification of Position | Additional staff time needed to handle increase in programs, facility growth and increased operational demands. |

| | |
|---|---|
| Position Title | Director, Idaho RADAR Network |
| Type of Position | Professional |
| FTE | Change from .80 to 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | Change from $46,960 to $58,700 |
| Funding Source | Grant |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | College of Education - Regional Alcohol Drug Awareness Resource |
| Duties and Responsibilities | Oversee grant-funded statewide resource center for substance abuse; provide alcohol, tobacco and other drug resources and referrals. |
| Justification of Position | Additional staff time needed to meet expanding services and increased demands. |

| | |
|---|---|
| Position Title | Administrative Assistant 1 |
| Type of Position | Classified |
| FTE | 1.0 FTE |
| Term of Appointment | Change from 11 to 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | Change from $29,768 to $32,469 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Anthropology Department |
| Duties and Responsibilities | Provide administrative support for academic department. |
| Justification of Position | Additional staff time needed to cover increased workload due to addition of the Environmental Studies Program. |

| | |
|---|---|
| Position Title | Management Assistant |
| Type of Position | Classified |
| FTE | Change from .50 to 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | Change from $17,160 to $34,320 |
| Funding Source | Appropriated |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Honors College |
| Duties and Responsibilities | Provide research, documentation and management of internal and external College relations and projects; oversee budgetary and administrative processes for the College. |
| Justification of Position | Additional staff time allows for greater distribution of responsibility in the College and meets the support needs of the new Distinguished Lecture Series. |

| | |
|---|---|
| Position Title | Administrative Assistant 2 |
| Type of Position | Classified |
| FTE | Change from .50 to 1.0 FTE |
| Term of Appointment | 12 Months |
| Effective Date | June 26, 2011 |
| Salary Range | Change from $13,666 to $27,331 |
| Funding Source | 62.5% - Appropriated<br>37.5% - Local |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | International Learning Opportunities |
| Duties and Responsibilities | Provide a variety of support functions for program staff and students. |
| Justification of Position | With reorganization of the International Programs Office, International Learning Opportunities experienced an unanticipated level of administrative support needs. Staff increase will also assist in enhancing student support services. |

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## IDAHO STATE UNIVERSITY

### SUBJECT

New positions and changes in positions

### APPLICABLE STATUTE, RULE, OR POLICY

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

### BACKGROUND/DISCUSSION

Idaho State University requests approval to:

- Create one (1) new faculty position (1.0 FTE) supported by grant funds.
- Create six (6) new professional staff positions (6.0 FTE) supported by state and local funds.
- Create five (5) new classified staff positions (5.0 FTE) supported by state and local funds.
- Increase the term on one (1) classified position (1.0 FTE) supported by local funds.

### IMPACT

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

### STAFF AND COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

### BOARD ACTION

I move to approve the request by Idaho State University for one (1) new faculty position (1.0 FTE), six new professional staff positions (6.0 FTE), five new classified staff positions (5.0 FTE), and increase the term on one classified staff position (1.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

## NEW POSITIONS

| | |
|---|---|
| Position Title | Assistant Professor |
| Type of Position | Faculty |
| FTE | 1.0 |
| Term of Appointment | 9 month |
| Effective Date | July 1, 2011 |
| Salary Range | $70,000.00 |
| Funding Source | Grant Funds |
| New or Reallocation | New – NSF EPSCoR Grant |
| Area/Department of Assignment | Geosciences |
| Duties and Responsibilities | Teach 1-2 courses per year and develop a vigorous, externally funded research program in hydrology (water science) and geospatial analysis. |
| Justification of Position | To provide additional faculty support to expand ISU's expertise in research and instruction in water resources, as well as cyberinfrastructure development and to fulfill the requirements of the statewide NSF EPSCoR Research Infrastructure Improvement project. |

| | |
|---|---|
| Position Title | Technical Safety Officer |
| Type of Position | Non-Classified |
| FTE | 1.0 |
| Term of Appointment | 12 month |
| Effective Date | June 27, 2011 |
| Salary Range | $120,000.00 |
| Funding Source | State Funds |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | Office of Research |
| Duties and Responsibilities | Oversee ISU radiation safety, chemical hygiene, hazardous waste and infectious waste programs; serve as ISU Radiation Safety Officer; supervise personnel. |
| Justification of Position | To provide support for oversight and management of the day-to-day activities of the Technical Safety Office. |

| | |
|---|---|
| Position Title | Senior Accountant |
| Type of Position | Non-Classified |
| FTE | 1.0 |
| Term of Appointment | 12 month |
| Effective Date | June 27, 2011 |
| Salary Range | $45,718.40 |
| Funding Source | State Funds |
| New or Reallocation | New |
| Area/Department of Assignment | Financial Aid and Scholarships |
| Duties and Responsibilities | Develop accounting methods; perform complex accounting tasks, such as preparation of financial documents and reports; and manage reconciliation of accounts. |
| Justification of Position | To provide support for fiscal management for compliance with new federal rules contained in the October 2010 Program Integrity regulations. |

| | |
|---|---|
| Position Title | Recruitment Specialist (3 positions) |
| Type of Position | Non-Classified |
| FTE | 3.0 |
| Term of Appointment | 12 month |
| Effective Date | June 27, 2011 |
| Salary Range | $36,000.00 |
| Funding Source | State Funds |
| New or Reallocation | New |
| Area/Department of Assignment | Recruiting |
| Duties and Responsibilities | Provide recruitment of students in designated areas, and other duties within Recruiting, as required. |
| Justification of Position | To provide additional support for the recruitment of qualified high school and transfer students. |

| | |
|---|---|
| Position Title | Student Media Development/Sales Coordinator |
| Type of Position | Non-Classified |
| FTE | 1.0 |
| Term of Appointment | 12 month |
| Effective Date | June 27, 2011 |
| Salary Range | $34,700.00 |
| Funding Source | Local Funds |
| New or Reallocation | Reallocation |
| Area/Department of Assignment | KISU FM Radio |
| Duties and Responsibilities | Develop prospect lists; contact prospective underwriters; write and submit new contracts and announcement schedules; write and update copy for underwriting announcements; coordinate billing and collections; advise and mentor sales staff of the student newspaper; plan and coordinate three annual on-air fund raising pledge drives; maintain and manage list of radio station members in coordination with the ISU Foundation. |
| Justification of Position | To provide additional support to assist with the creation of new funding opportunities for ISU's student media operations. |

| | |
|---|---|
| Position Title | Transcript Evaluator, Senior (2 positions) |
| Type of Position | Classified |
| FTE | 2.0 |
| Term of Appointment | 12 month |
| Effective Date | June 27, 2011 |
| Salary Range | $27,331.00 |
| Funding Source | State Funds |
| New or Reallocation | New |
| Area/Department of Assignment | Admissions |
| Duties and Responsibilities | Analyze transcripts to ensure residency, total credit, and GPA requirements are met for admittance; review grades to ensure students have fulfilled requirements; review requests for waiver or adjustment of academic requirements; determine admittance and, if necessary, notify students of missing required documentation. |
| Justification of Position | To provide support needed to assure the accurate and timely processing of new student applications, which will lead to maximizing enrollment and revenue. |

| | |
|---|---|
| Position Title | Office Specialist 2 (2 positions) |
| Type of Position | Classified |
| FTE | 2.0 |
| Term of Appointment | 12 month |
| Effective Date | June 27, 2011 |
| Salary Range | $20,322.00 |
| Funding Source | Local Funds |
| New or Reallocation | New – contract with the Idaho Center for Disabilities Evaluation |
| Area/Department of Assignment | Division of Health Sciences |
| Duties and Responsibilities | Office clerical support, including filing, data entry in database system, mailings, answer telephones, greet and assist visitors, and support assessors. |
| Justification of Position | To provide additional clerical support in order to meet the requirements of the contract with the Idaho Center for Disabilities Evaluation. |

| | |
|---|---|
| Position Title | Customer Service Representative 1 |
| Type of Position | Classified |
| FTE | 1.0 |
| Term of Appointment | 12 month |
| Effective Date | June 27, 2011 |
| Salary Range | $20,332.00 |
| Funding Source | State Funds |
| New or Reallocation | New |
| Area/Department of Assignment | Veterans Sanctuary |
| Duties and Responsibilities | Provide clerical duties; act as receptionist; question veterans to determine their needs or purpose of their visit; interview veterans to obtain program-related data; provide specialized information regarding department services; interpret, explain, and apply department standards, policies, procedures, and criteria when interviewing veterans to collect information and screen for services. |
| Justification of Position | To provide clerical support for the new Veterans Sanctuary for the continued growth and success in the recruiting, retention, and service to military veterans. |

## CHANGE IN POSITION

| | |
|---|---|
| Position Title | Technical Records Specialist 1 (PCN 8082) |
| Type of Position | Classified |
| FTE | 1.0 |
| Term of Appointment | change from 9 month to 12 month |
| Effective Date | June 27, 2011 |
| Salary Range | change from $24,981.60 to $30,929.60 |
| Funding Source | Local Funds |
| New or Reallocation | New – from health center fees |
| Area/Department of Assignment | Student Health Center |
| Duties and Responsibilities | Research, prepare, code, and submit medical insurance claims on behalf of the Student Health Center; ensure clinic compliance with billing and medical record requirements. |
| Justification of Position | To provide year-round clerical support necessitated by increased workload. |

## UNIVERSITY OF IDAHO

### SUBJECT

New positions and reactivations of positions

### APPLICABLE STATUTE, RULE, OR POLICY

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

### DISCUSSION

The University of Idaho requests approval to:

- Create four (4) new positions (4.0 FTE) supported by appropriated and non-appropriated funds
- Reactivate three (3) positions (4.0 FTE) supported by appropriated funds

### IMPACT

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

### STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

### BOARD ACTION

I move to approve the request by the University of Idaho to create four (4) new positions (4.0 FTE) and reactivate three (3) positions (3.0 FTE) supported by appropriated and non appropriated funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

## NEW POSITIONS

| | |
|---|---|
| Position Title | Server Systems Operation Technician |
| Type of Position | Classified |
| FTE | 1.0 FTE (2080 hours/year) |
| Term of Appointment | Fiscal Year |
| Effective Date | July 1, 2011 |
| Salary Range | $45,697.60 |
| Funding Source | Appropriated |
| New or Reallocation | Reactivation of Reallocation of funds |
| Area/Department of Assignment | Information Technology Services |
| Duties | Responsible for routine security operations, physical equipment support and transfers, and other repeatable operational tasks supporting department activities. Performs computer-based activities requiring privileged access to the server systems the department manages. |
| Justification | Position is critical to improving the security of ITS server systems and ITS capacity to perform a number of security-related operations which should be performed daily. |

| | |
|---|---|
| Position Title | Program Advisor |
| Type of Position | Classified |
| FTE | 1.0 FTE (2080 hours/year) |
| Term of Appointment | Fiscal Year |
| Effective Date | July 1, 2011 |
| Salary Range | $25,389.00 |
| Funding Source | Appropriated and non appropriated |
| New or Reallocation | Reactivation of Reallocation of funds |
| Area/Department of Assignment | International Programs |
| Duties | Management of programs. Will act as liaison, collaborating with departments and colleges across campus to jointly create and support programming for international students and scholars, study abroad students, and intensive English students. |
| Justification | This is a request for a new Board Appointed position resulting in a change of funding. Position was initially established as temporary because permanent funding was not available. |

| | |
|---|---|
| Position Title | International Advisor |
| Type of Position | Classified |
| FTE | 1.0 FTE (2080 hours/year) |
| Term of Appointment | Fiscal Year |
| Effective Date | July 1, 2011 |
| Salary Range | $30,492.80 |
| Funding Source | Appropriated |
| New or Reallocation | Reactivation of Reallocation of funds |
| Area/Department of Assignment | International Programs |
| Duties | Will assist with immigration advising, documentation and file management of international student records. Will keep up-to-date on current federal rules and regulations. |
| Justification | This is a request for a new Board Appointed position resulting in a change of funding. Position was initially established as temporary because permanent funding was not available. |

| | |
|---|---|
| Position Title | Administrative Assistant II |
| Type of Position | Classified |
| FTE | 1.0 FTE (2080 hours/year) |
| Term of Appointment | Fiscal Year |
| Effective Date | July 1, 2011 |
| Salary Range | $24,960 |
| Funding Source | Appropriated |
| New or Reallocation | Reactivation of Reallocation of funds |
| Area/Department of Assignment | International Programs |
| Duties | Will assist with all aspects of international student marketing and recruitment including detailed organization and management of documents and communications and contact with prospective students. |
| Justification | This is a request for a new Board Appointed position resulting in a change of funding. Position was initially established as temporary because permanent funding was not available |

## REACTIVATED POSITIONS

| | |
|---|---|
| Position Title | Senior Instructor |
| Type of Position | Faculty |
| FTE | 1.0 FTE (2080 hours/year) |
| Term of Appointment | Fiscal Year |
| Effective Date | July 01, 2011 |
| Salary Range | $45,198 |
| Funding Source | Appropriated |
| New or Reallocation | Reactivation of Reallocation of funds |
| Area/Department of Assignment | College of Science/ Chemistry |
| Duties | Support University Strategic plan for growth/expansion in student enrollment/course delivery by adding dedicated instructor thereby increasing Chemistry's ability to deliver 100 and 200 level Chemistry courses. |
| Justification | Position deleted after vacant for 2 years. |

| | |
|---|---|
| Position Title | Senior Instructor |
| Type of Position | Faculty |
| FTE | 1.0 FTE (2080 hours/year) |
| Term of Appointment | Fiscal Year |
| Effective Date | July 01, 2011 |
| Salary Range | $45,198 |
| Funding Source | Appropriated |
| New or Reallocation | Reactivation of Reallocation of funds |
| Area/Department of Assignment | College of Science/ Chemistry |
| Duties | Support University Strategic plan for growth/expansion in student enrollment/course delivery by adding dedicated instructor thereby increasing Chemistry's ability to deliver 100 and 200 level Chemistry courses. |
| Justification | Position deleted after vacant for 1 year. |

| | |
|---|---|
| Position Title | Associate Dean |
| Type of Position | Faculty |
| FTE | 1.0 FTE (2080 hours/year) |
| Term of Appointment | Fiscal Year |
| Effective Date | July 01, 2011 |
| Salary Range | $112,362 |
| Funding Source | Appropriated |
| New or Reallocation | Reactivation of Reallocation of funds |
| Area/Department of Assignment | College of Education |
| Duties | Will work with the Dean and Leadership Team to provide leadership for and management for the College of Education. |
| Justification | Position deleted after vacant for 2 years. There have been two interim Associate Deans but they were placed on different position numbers. |

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## SUBJECT

Approval of FY 2012 Appropriated Funds Operating Budgets

## APPLICABLE STATUTE, RULE, OR POLICY

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

## BACKGROUND/DISCUSSION

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

For the appropriated funds operating budget, Board policy states, "each institution or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director, for review and formal approval before the beginning of the fiscal year." The appropriated operating budgets have been developed based on appropriations passed by the Legislature during the 2011 session.

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

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

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

## IMPACT

Approval of the budgets establishes agency and institutional fiscal spending plans for FY 2012, and allows the agencies and institutions to continue operations from FY 2011 into FY 2012.

**STAFF COMMENTS AND RECOMMENDATIONS**

Budgets were developed according to legislative intent and/or Board guidelines.

The lists of FY 2012 maintenance projects recommended by the Permanent Building Fund Advisory Council is included starting at page 45.

**BOARD ACTION**

A motion to approve the FY 2012 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, College and Universities, Postsecondary Professional-Technical Education, Agricultural Research & Extension, Health Education and Special Programs, as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

## FY12 AGENCIES & INSTITUTIONS OPERATING BUDGET INDEX

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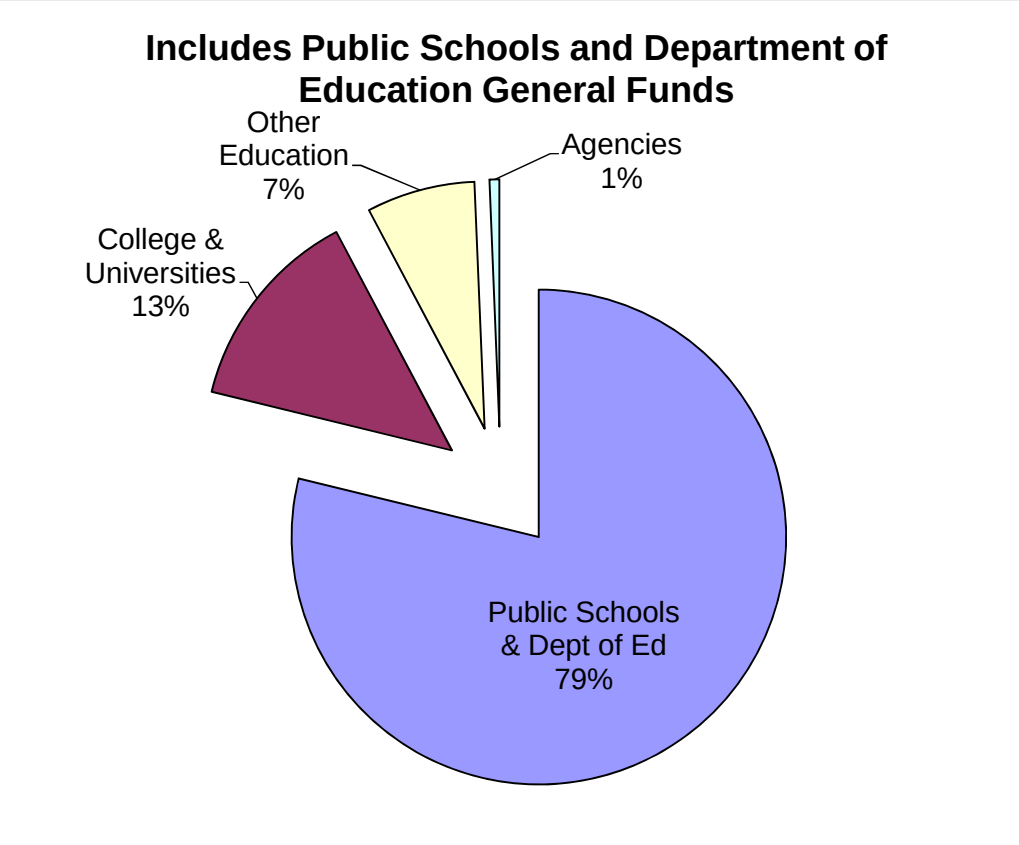
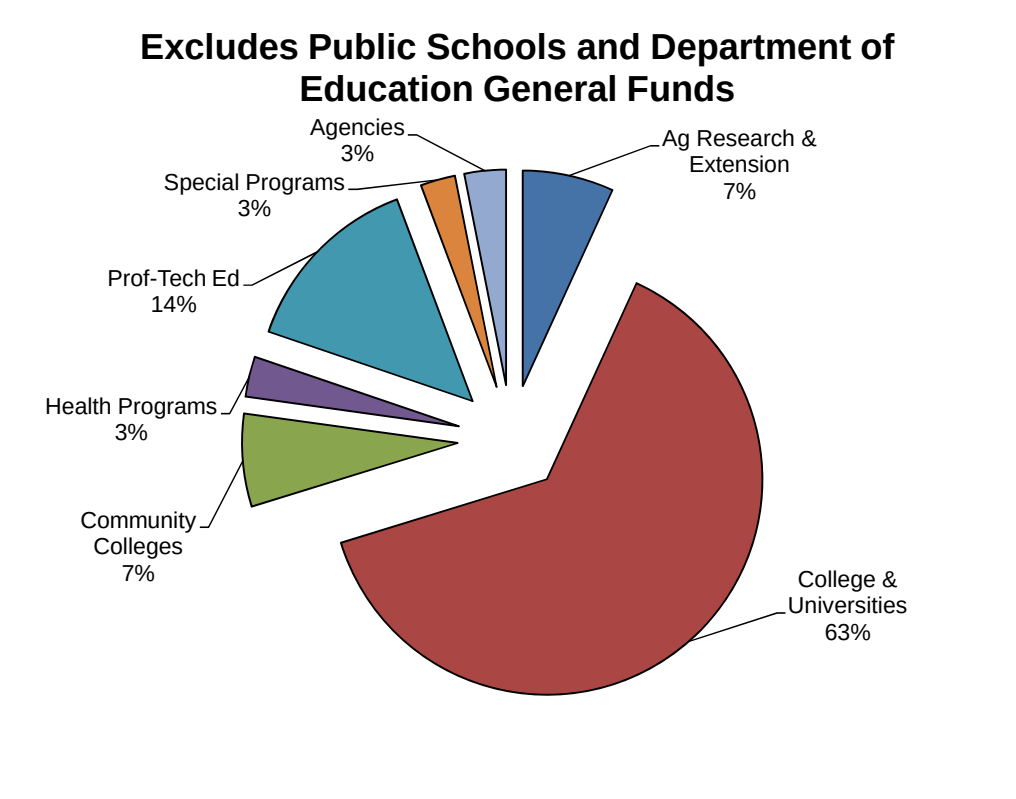
# State Board of Education

FY12 General Funds by Program



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## STATE BOARD OF EDUCATION AGENCIES
## FY 2012 BUDGET OVERVIEW

In accordance with Board policy, each agency prepares an operating budget for review and approval by the State Board of Education (SBOE). The appropriated operating budgets have been developed based on appropriations passed by the legislature during the 2011 session.

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

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# OFFICE OF THE STATE BOARD OF EDUCATION

## FY 2012 Operating Budget

| | FY 2011 BUDGET | FY 2012 BUDGET | PERCENT of CHANGE |
|---|---|---|---|
| **By Cost Center:** | | | |
| Office of the State Board of Education | | | |
| Management Services | 2,027,300 | 1,688,100 | -16.73% |
| Academic Services | 3,143,300 | 2,766,400 | -11.99% |
| Fiscal Services | 523,400 | 575,900 | 10.03% |
| System Wide Needs | 194,400 | 107,800 | -44.55% |
| **Total Programs** | **5,888,400** | **5,138,200** | -12.74% |
| **By Fund Source:** | | | |
| General Fund | 2,014,500 | 2,100,700 | 4.28% |
| Federal Funds | 2,350,300 | 1,354,100 | -42.39% |
| Miscellaneous Revenue | 1,523,600 | 1,683,400 | 10.49% |
| Indirect Cost Recovery Fund | | | |
| **Total Funds** | **5,888,400** | **5,138,200** | -12.74% |
| **By Expenditure Classification:** | | | |
| Personnel Costs | 1,594,700 | 1,828,400 | 14.65% |
| Operating Expenditures | | | |
| Communications | 52,800 | 52,500 | -0.57% |
| Conference Registrations | 12,800 | 11,800 | -7.81% |
| Employee Dev./Memberships | 30,800 | 30,800 | 0.00% |
| Professional & General Services | 889,600 | 622,000 | -30.08% |
| Travel | 289,700 | 134,300 | -53.64% |
| Supplies & Insurance | 218,900 | 130,500 | -40.38% |
| Other | 933,500 | 727,800 | -22.04% |
| Total Operating Expenditures | 2,428,100 | 1,709,700 | -29.59% |
| Capital Outlay | 3,000 | 0 | N/A |
| Trustee/Benefit Payments | 1,862,600 | 1,600,100 | -14.09% |
| Lump Sum | 0 | 0 | N/A |
| **Total Expenditures** | **5,888,400** | **5,138,200** | -12.74% |
| **Full Time Position** | 23.50 | 23.80 | 1.28% |

**Budget Overview**

The reduction in Management Services reflects the conclusion of the federal Transition to Teaching program. The reduction in Academic Services reflects the change in timing of several federal programs such as College Access Challenge Grant . The increase in Fiscal Services reflects the startup of payments from the Rural Physicians Incentive Fund.

Personnel Costs are increasing primarily due to the addition of two new positions: the Charter Schools Commission Director and the Technology Program Manager. Due to continuing budget reductions, cost savings have been made in Professional Services, Travel and other budget categories.

The operating budget includes funds for seperately appropriated scholarships administered by the Office.

The Office of the State Board of Education has lump sum authority, however, the allocation of expenditures

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# IDAHO PUBLIC TELEVISION

## FY 2012 Operating Budget (Original Submitted 5/24/11)

| | | FY 2011 * BUDGET | FY 2012 ** BUDGET | PERCENT of CHANGE |
|---|---|---|---|---|
| **By Program:** | | | | |
| Delivery System and Administration: | | | | |
| Technical Services | (1) | 3,107,511 | 2,430,800 | -21.78% |
| Administration | | 1,214,900 | 1,143,800 | -5.85% |
| Educational Content: | | | | |
| Programming Acquisitions | (2) | 1,441,500 | 1,528,500 | 6.04% |
| IdahoPTV Productions | | 1,094,389 | 1,181,700 | 7.98% |
| Special Productions | (3) | 440,600 | 153,100 | -65.25% |
| Communications | | 609,000 | 562,800 | -7.59% |
| Development | | 972,700 | 969,300 | -0.35% |
| **Total Programs** | | **8,880,600** | **7,970,000** | -10.25% |
| | | | | |
| **By Fund Source:** | | | | |
| General Fund | (4) | 1,390,500 | 1,377,000 | -0.97% |
| Federal Funds | (5) | 1,427,200 | 1,073,600 | -24.78% |
| Dedicated CPB Funds | | 926,200 | 926,200 | 0.00% |
| Local Funds | | 4,696,100 | 4,440,100 | -5.45% |
| Special Productions | (3) | 440,600 | 153,100 | -65.25% |
| **Total Funds** | | **8,880,600** | **7,970,000** | -10.25% |
| | | | | |
| **By Expenditure Classification:** | | | | |
| Personnel Costs | | 3,793,500 | 3,605,900 | -4.95% |
| Operating Expenditures: | | | | |
| Programming Rights and Other | (2) | 1,164,180 | 1,396,500 | 19.96% |
| Production and Other | (6) | 493,510 | 272,300 | -44.82% |
| Repair/Maintenance and Rental | | 678,790 | 659,700 | -2.81% |
| Professional & Other Services | | 667,720 | 640,600 | -4.06% |
| Utility Costs | | 125,000 | 125,000 | 0.00% |
| | | 3,129,200 | 3,094,100 | -1.12% |
| Capital Outlay | | 1,957,900 | 1,270,000 | -35.13% |
| **Total Expenditures** | | **8,880,600** | **7,970,000** | -10.25% |
| | | | | |
| **FTP Count** | (7) | 57.0 | 57.0 | .0% |

**Notes:**

(1) Reduction in planned capital equipment replacement due to decreases of state and federal funding.
(2) Increases in PBS annual program acquisition costs.
(3) Special productions will only occur if new, additional funding sources are identified.
(4) All appropriated funds reduced by an additional (4.6%) or ($110,700) in FY 2012.
(5) Remaining funds from NTIA and RUS grants for rural digital conversions; the outlook for federal funding opportunities for equipment replacement has been dramatically reduced.
(6) PBS program acquisition cost structure change; now posted to "Programming Rights and Other."
(7) Currently five unfunded and/or vacant positions; attempting to identify alternate funding.
* FY 2011 budget per SB1417
** FY 2012 budget per SB1164

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# IDAHO DIVISION OF VOCATIONAL REHABILITATION

## FY 2012 Operating Budget

| | | FY 2011 BUDGET | FY 2012 BUDGET | PERCENT of CHANGE |
|---|---|---|---|---|
| **By Program:** | | | | |
| Renal Disease | | 527,700 | 504,400 | -4.42% |
| Vocational Rehabilitation | | 19,016,900 | 19,401,600 | 2.02% |
| Epilepsy League | | 0 | 0 | 0.00% |
| Comm. Supp. Employ. Work Svcs. (CSE) | | 3,490,100 | 3,336,100 | -4.41% |
| Council for the Deaf & Hard of Hearing | | 137,800 | 188,400 | 36.72% |
| **Total Programs** | | **23,172,500** | **23,430,500** | 1.11% |
| **By Fund Source:** | Fund # | | | |
| General Fund | 0001 | 7,198,900 | 6,795,200 | -5.61% |
| Federal Funds | 0348 | 14,370,000 | 14,598,300 | 1.59% |
| Miscellaneous Revenue | 0349 | 951,700 | 958,500 | 0.71% |
| Dedicated Funds | 0288 | 651,900 | 1,078,500 | 65.44% |
| Economic Recovery Reserve Fund | 0346 | 0 | 0 | |
| **Total Funds** | | **23,172,500** | **23,430,500** | 1.11% |
| **By Expenditure Classification:** | | | | |
| Personnel Costs | | 8,244,700 | 9,338,800 | 13.27% |
| Operating Expenditures | | | | |
| Communications | | 321,178 | 362,900 | 12.99% |
| Employee Dev./Memberships | | 116,792 | 43,300 | -62.93% |
| Professional & General Services | | 218,985 | 307,100 | 40.24% |
| Travel | | 145,990 | 148,800 | 1.92% |
| Supplies & Insurance | | 116,792 | 87,100 | -25.42% |
| Other | | 540,163 | 543,600 | 0.64% |
| Total Operating Expenditures | | 1,459,900 | 1,492,800 | 2.25% |
| Capital Outlay | | 0 | 2,000 | 100.00% |
| Trustee/Benefit Payments | | 13,467,900 | 12,575,900 | -6.62% |
| **Total Expenditures** | | **23,172,500** | **23,409,500** | 1.02% |
| **Full Time Position** | | 151.00 | 151.00 | 0.00% |

### Budget Overview

- Senate Bill 1189 appropriates moneys for the Idaho Division of Vocational Rehabilitation for FY 2012.
- Increase in Personnel costs reflects the movement of Dedicated Fund spending authority to the Personnel category to satisfy federal requirement of spending Dedicated Funds across spending categories.
- Increase of 1.1% in VR program is the cumulative affect of: 1) 4+% decrease in State General Funds for the Renal Disease and for the Community Supported Employment program. 2) Increase in Federal Funds for the Council for the Deaf & Hard of Hearing.
- Decrease in General Fund appropriation is due to the General Fund reductions in all four programs.
- Increase in Dedicated Fund spending authority reflects the movement of Dedicated Fund spending authority to the Personnel category to satisfy federal requirement of spending Dedicated Funds across spending categories.

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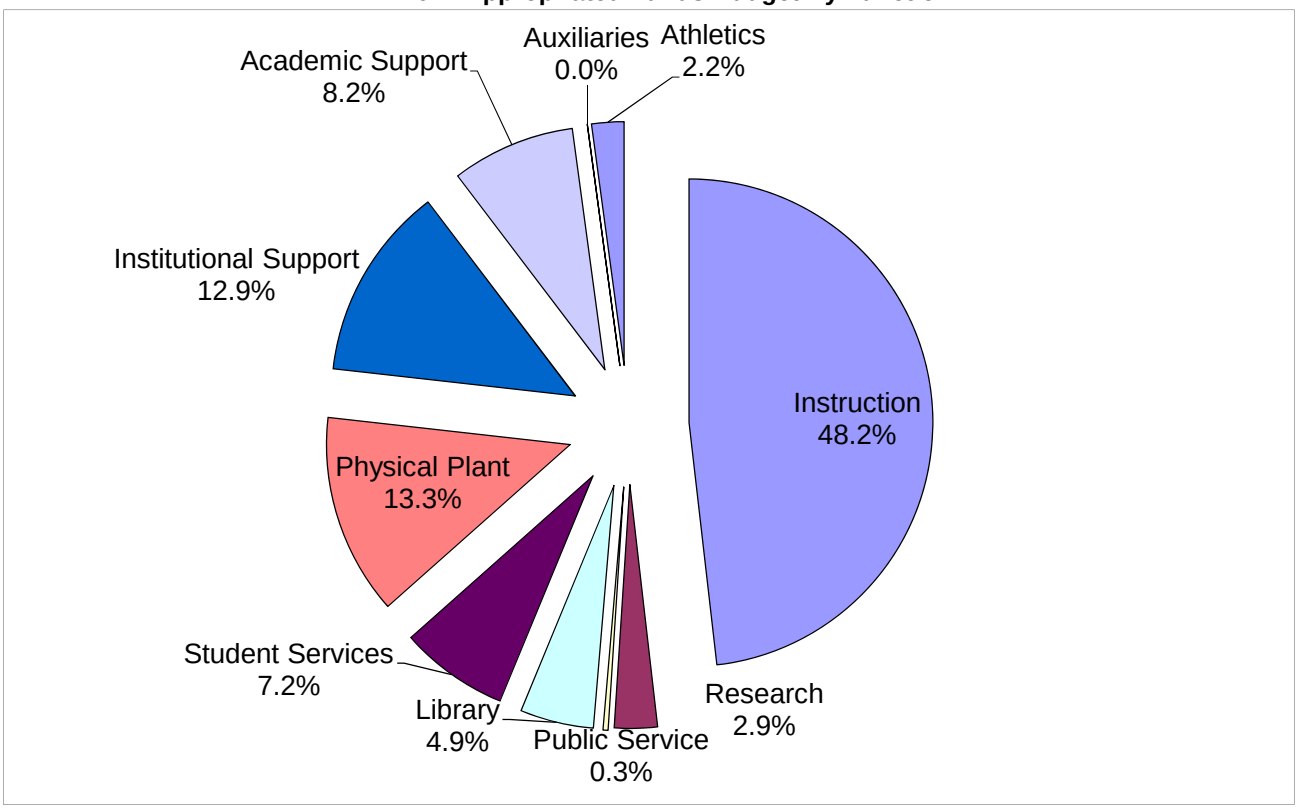
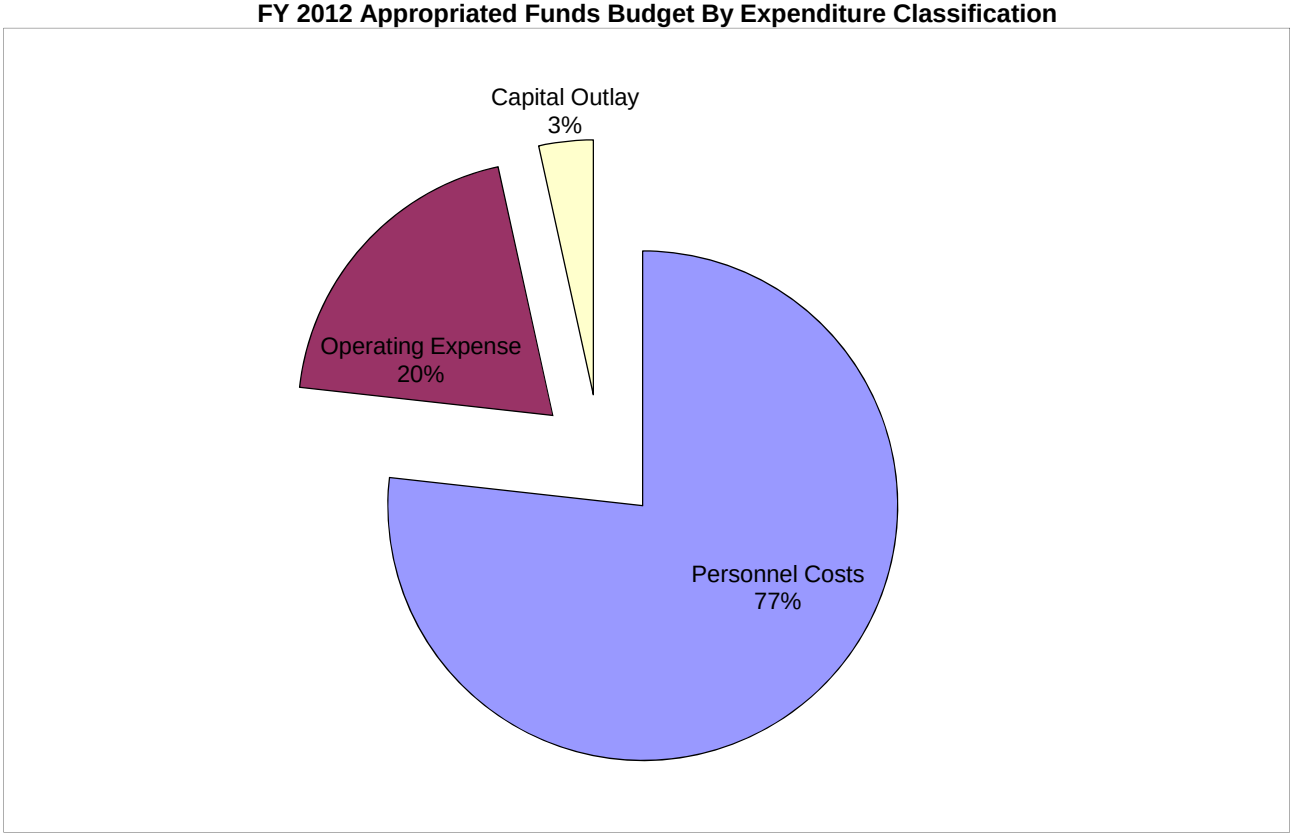
## COLLEGE & UNIVERSITIES

### FY 2012 Appropriated Funds Budget By Function




### FY 2012 Appropriated Funds Budget By Expenditure Classification



# COLLEGE & UNIVERSITIES SUMMARY

## Budget Distribution by Activity and Expense Class

### July 1, 2011 - June 30, 2012

| | | FY2011 Original Budget | | FY2012 Original Budget | | Changes from Prior Year | |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | **By Function/ Exp Class** | Amount | % of Total | Amount | % of Total | Amount | % Chge |
| 3 | **By Function:** | | | | | | |
| 4 | Instruction | $197,942,387 | 49.24% | $200,431,142 | 48.18% | $2,488,755 | 1.26% |
| 5 | Research | 11,183,764 | 2.78% | 11,865,623 | 2.85% | 681,859 | 6.10% |
| 6 | Public Service | 1,145,546 | 0.28% | 1,363,745 | 0.33% | 218,199 | 19.05% |
| 7 | Library | 20,180,070 | 5.02% | 20,264,079 | 4.87% | 84,009 | 0.42% |
| 8 | Student Services | 25,630,794 | 6.38% | 30,044,735 | 7.22% | 4,413,941 | 17.22% |
| 9 | Physical Plant | 54,176,750 | 13.48% | 55,460,776 | 13.33% | 1,284,026 | 2.37% |
| 10 | Institutional Support | 50,657,181 | 12.60% | 53,574,677 | 12.88% | 2,917,496 | 5.76% |
| 11 | Academic Support | 31,301,958 | 7.79% | 34,061,285 | 8.19% | 2,759,327 | 8.82% |
| 12 | Auxiliaries | 11,400 | 0.00% | 11,400 | 0.00% | 0 | 0.00% |
| 13 | Athletics | 9,805,305 | 2.44% | 8,947,160 | 2.15% | (858,145) | -8.75% |
| 14 | **Total Bdgt by Function** | $402,035,155 | 100.00% | $416,024,622 | 100.00% | $13,989,467 | 3.48% |
| 15 | **By Expense Class:** | | | | | | |
| 16 | Personnel Costs: | | | | | | |
| 17 | Salaries: | | | | | | |
| 18 | Faculty | $124,450,284 | 30.96% | $126,547,030 | 30.42% | $2,096,746 | 1.68% |
| 19 | Executive/Admin | 14,755,530 | 3.67% | 15,089,953 | 3.63% | 334,423 | 2.27% |
| 20 | Managerial/Prof | 45,349,051 | 11.28% | 48,425,787 | 11.64% | 3,076,736 | 6.78% |
| 21 | Classified | 38,525,149 | 9.58% | 38,261,154 | 9.20% | (263,995) | -0.69% |
| 22 | Grad Assist | 7,812,923 | 1.94% | 7,769,806 | 1.87% | (43,117) | -0.55% |
| 23 | Irregular Help | 4,238,980 | 1.05% | 5,282,621 | 1.27% | 1,043,641 | 24.62% |
| 24 | Total Salaries | $235,131,917 | 58.49% | $241,376,351 | 58.02% | $6,244,434 | 2.66% |
| 25 | Personnel Benefits | 75,547,489 | 18.79% | 77,994,734 | 18.75% | 2,447,245 | 3.24% |
| 26 | Total Pers Costs | $310,679,406 | 77.28% | $319,371,085 | 76.77% | $8,691,679 | 2.80% |
| 27 | Operating Expense: | | | | | | |
| 28 | Travel | 1,554,002 | 0.39% | 1,416,996 | 0.34% | (137,006) | -8.82% |
| 29 | Utilities | 15,711,489 | 3.91% | 16,097,890 | 3.87% | 386,401 | 2.46% |
| 30 | Insurance | 2,742,817 | 0.68% | 2,786,817 | 0.67% | 44,000 | 1.60% |
| 31 | Other Oper. Exp | 57,152,088 | 14.22% | 61,988,122 | 14.90% | 4,836,034 | 8.46% |
| 32 | Total Oper. Exp | $77,160,396 | 19.19% | $82,289,825 | 19.78% | $5,129,429 | 6.65% |
| 33 | Capital Outlay: | | | | | | |
| 34 | Depart Equipment | 4,928,152 | 1.23% | 4,913,407 | 1.18% | (14,745) | -0.30% |
| 35 | Library Acquisitions | 9,267,201 | 2.31% | 9,450,305 | 2.27% | 183,104 | 1.98% |
| 36 | Total Cap Outlay | $14,195,353 | 3.53% | $14,363,712 | 3.45% | $168,359 | 1.19% |
| 37 | **Tot Bdgt by Exp Class** | $402,035,155 | 100.00% | $416,024,622 | 100.00% | $13,989,467 | 3.48% |
| 38 | One-time Expenditures | $3,934,245 | | $3,171,478 | | ($762,767) | |
| 39 | **Activity Total** | $405,969,400 | | $419,196,100 | | $13,226,700 | 3.26% |
| 40 | **TOTAL FTE POSITIONS** | 3,834.71 | | 3,891.02 | | 56.31 | 1.47% |

**BOISE STATE UNIVERSITY**
**FY 2012 BUDGET OVERVIEW**

## 2012 State Budget Overview

| | |
|---|---|
| **FY 2011 Base Operating Budget** | **$131,934,700** |
| **Adjustments to Base -** | |
| FY 2012 General Account Reduction | -2,844,200 |
| SWCAP | -170,800 |
| Net Change in Tuition/fees (enrollment growth and 5% increase) | 8,308,000 |
| **FY 2012 Base Operating Budget** | **$137,228,100** |
| **FY 2012 CAES Funding (*one-time funds*)** | **530,400** |

Boise State's FY 2012 operating budget of $137,228,100 is a $5.2 million increase over the previous year's base funding. It is important to note several items of significance.

- FY 10 and FY 11 operating budgets had a combined total of $6.2 million in one-time ARRA stimulus funds. These funds are not available in FY 2012. The funds were used to help meet budget needs when the state general account funding was being drastically reduced.

- Boise State student enrollment has grown 17.4% FTE (fall to fall 4-yr increase), and 11.5% growth in headcount (fall to fall 4 yr. increase).

- Newly constructed facilities and new academic space on campus have grown significantly to accommodate the growth in student demand. These include the Norco Bldg, Environmental Research Bldg and Student Union expansion that are complete, with a parking deck, student housing, aquatic center and Micron College of Business and Economics all currently underway.

- In spite of increased enrollments and campus facility growth, the FY 2012 budget is less than the FY 2009 budget – by over half a million dollars.

- Employee FTE has increased only 5.5% since FY 2009.

- Enrollment workload or occupancy budget requests have not been funded for the past several years.

- FY 2012 is the year the grant funding for the PhD program in Electrical and Computer Engineering ends. Per the agreement, Boise State has added several

new faculty positions and operating funds onto the state operating budget in FY 2012.

Boise State has a rigorous annual planning and budget process that includes a thorough assessment of budget priorities, performance measures and strategic directions. As in prior years, this process begins early in the spring semester when the president, vice presidents, deans, and directors evaluate strategies, budgets, and performance. Much of the focus for FY 2012 has been on reductions and reallocations to determine how best to meet the robust demand with shrinking state support. The guiding principles of the budget and planning process were to ensure the ability to continue to support core functions, maintain the capacity to serve students, link reductions to the strategic plan and to identify and implement additional efficiencies where possible.

In order to balance the FY 2012 budget and ensure funds were available for reallocations (to fund known new commitments such as occupancy costs for new facilities and faculty and staff positions needed in programs in the College of Engineering, as well as other strategic initiatives), all campus units were required to prioritize and identify areas where their unit's budget could be reduced 2%. The process identified $2.6 million that was then permanently removed from the budget. Although one-time funds have been held in reserve since FY 2010 and will be re-allocated early in the year to the campus units to fill the funding gap, it is important to know that this is only a temporary measure since the funds are not permanent.

Enrollment growth, as seen in the recent past, will not be sustainable with current funding streams and models. Exactly how the university plans to address this will be a complex and thoughtful process; including evaluations and assessments for space utilization, program review, alternative campus calendar, as well as continued analysis of the student tuition and fee model as we look to moving to a more linear model.

# BOISE STATE UNIVERSITY

## Budget Distribution by Activity and Expense Class

### July 1, 2011 - June 30, 2012

| | | FY2011 Original Budget | | FY2012 Original Budget | | Changes from Prior Year | |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | **By Function/ Exp Class** | Amount | % of Total | Amount | % of Total | Amount | % Chge |
| 3 | **By Function:** | | | | | | |
| 4 | Instruction | $67,812,954 | 51.40% | $70,823,665 | 51.61% | $3,010,711 | 4.44% |
| 5 | Research | 2,114,336 | 1.60% | 2,690,108 | 1.96% | 575,772 | 27.23% |
| 6 | Public Service | 1,055,055 | 0.80% | 1,184,146 | 0.86% | 129,091 | 12.24% |
| 7 | Library | 6,730,328 | 5.10% | 6,634,088 | 4.83% | (96,240) | -1.43% |
| 8 | Student Services | 7,556,193 | 5.73% | 7,573,963 | 5.52% | 17,770 | 0.24% |
| 9 | Physical Plant | 13,467,975 | 10.21% | 13,670,127 | 9.96% | 202,152 | 1.50% |
| 10 | Institutional Support | 18,092,445 | 13.71% | 18,842,971 | 13.73% | 750,526 | 4.15% |
| 11 | Academic Support | 12,890,714 | 9.77% | 13,594,332 | 9.91% | 703,618 | 5.46% |
| 12 | Auxiliaries | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 13 | Athletics | 2,214,700 | 1.68% | 2,214,700 | 1.61% | 0 | 0.00% |
| 14 | **Total Bdgt by Function** | $131,934,700 | 100.00% | $137,228,100 | 100.00% | $5,293,400 | 4.01% |
| 15 | **By Expense Class:** | | | | | | |
| 16 | Personnel Costs: | | | | | | |
| 17 | Salaries: | | | | | | |
| 18 | Faculty | $44,457,848 | 33.70% | $46,423,938 | 33.83% | $1,966,090 | 4.42% |
| 19 | Executive/Admin | 4,491,321 | 3.40% | 4,739,553 | 3.45% | 248,232 | 5.53% |
| 20 | Managerial/Prof | 18,606,673 | 14.10% | 19,900,585 | 14.50% | 1,293,912 | 6.95% |
| 21 | Classified | 9,927,926 | 7.52% | 10,058,816 | 7.33% | 130,890 | 1.32% |
| 22 | Grad Assist | 2,610,292 | 1.98% | 2,667,752 | 1.94% | 57,460 | 2.20% |
| 23 | Irregular Help | 684,649 | 0.52% | 667,985 | 0.49% | (16,664) | -2.43% |
| 24 | Total Salaries | $80,778,709 | 61.23% | $84,458,629 | 61.55% | $3,679,920 | 4.56% |
| 25 | Personnel Benefits | 25,723,885 | 19.50% | 27,061,039 | 19.72% | 1,337,154 | 5.20% |
| 26 | Total Pers Costs | $106,502,594 | 80.72% | $111,519,668 | 81.27% | $5,017,074 | 4.71% |
| 27 | Operating Expense: | | | | | | |
| 28 | Travel | $365,719 | 0.28% | $435,631 | 0.32% | 69,912 | 19.12% |
| 29 | Utilities | 3,723,186 | 2.82% | 3,910,086 | 2.85% | 186,900 | 5.02% |
| 30 | Insurance | 669,228 | 0.51% | 794,228 | 0.58% | 125,000 | 18.68% |
| 31 | Other Oper. Exp | 16,257,689 | 12.32% | 16,147,609 | 11.77% | (110,080) | -0.68% |
| 32 | Total Oper. Exp | $21,015,822 | 15.93% | $21,287,554 | 15.51% | $271,732 | 1.29% |
| 33 | Capital Outlay: | | | | | | |
| 34 | Depart Equipment | $1,659,066 | 1.26% | $1,761,790 | 1.28% | 102,724 | 6.19% |
| 35 | Library Acquisitions | 2,757,218 | 2.09% | 2,659,088 | 1.94% | (98,130) | -3.56% |
| 36 | Total Cap Outlay | $4,416,284 | 3.35% | $4,420,878 | 3.22% | $4,594 | 0.10% |
| 37 | **Tot Bdgt by Exp Class** | $131,934,700 | 100.00% | $137,228,100 | 100.00% | $5,293,400 | 4.01% |
| 38 | One-time Expenditures | $1,381,100 | | $530,400 | | ($850,700) | |
| 39 | **Activity Total** | $133,315,800 | | $137,758,500 | | $4,442,700 | 3.33% |
| 40 | **TOTAL FTE POSITIONS** | 1,280.07 | | 1,324.92 | | 44.85 | 3.50% |

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## IDAHO STATE UNIVERSITY
## FY 2012 BUDGET OVERVIEW

In this budget cycle, we continued the use of the new Special Budget Consultation Committee (SBCC) to facilitate key budget discussions, deliberations, and recommendations. The SBCC included extensive representation of students, faculty, and staff. FY2012 budget priorities were as follows:

- Preserve core faculty
  - Tenure and tenure track
  - Research and clinical
- Avoid layoffs
- Maintain and enhance student services and support
- Avoid adverse compensation impacts, as ISU is already far below both peer institutions in Idaho and nationwide. Therefore, neither salary reductions nor furloughs are to be considered in budget planning.
- Encourage new entrepreneurial initiatives
- Continue to build our reserves

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

The methodology employed to respond to these budget reductions is reflective of the openness and collaborative attributes of the university culture, and the newly implemented academic reorganization. Each college or division was treated as an independent business unit, and given performance targets to achieve. Budget review processes within each college or division included faculty, staff, chairs, and other supervisors. Each directly affected constituency, such as students, faculty, and staff, was also involved in the overall budget process and responded well to this challenge. The reduction was generally distributed evenly throughout the University. Certain central campus services, such as property and liability insurance and external audit fees, are pre-established so that they do not allow for cost reductions. Within the colleges and divisions, decisions were delegated downward to department chairs and directors to assess the budget reductions for their specific area and make recommendations to their deans and administrators, as organizationally applicable. A

detailed review, with recommendations to the President, then occurred with participation of senior management as well as members of the Special Budget Consultation Committee.

Through a combination of departmental budget reductions, Academic and Student Affairs reorganization savings, student enrollment increases, and an increase of student fee rates, we were able to offset state funding reductions, the lack of funding for occupancy, enrollment workload adjustment, and inflation, as well as the loss of federal stimulus funds.

The FY2012 overall ongoing operating budget ($112,434,100) represents an increase of 3.61% over FY2011. State appropriations decreased by $3,094,600 (including $1,173,500 decrease of federal stimulus funding) or 5.14%. Revenue generated by student fees increased 15.2% ($7,016,200) from a combination of enrollment and tuition rate increases.

Through institutional reallocations and tuition revenue, funding was provided for:

1. Student Career Path Internships (CPI) $1,400,000
2. Summer School Expansion $1,038,500
3. Facility Repair and Maintenance $650,000
4. Graduate Assistant Support $578,700
5. Student Services – Admissions & Recruiting Staff $393,200
6. Other critical University staffing needs $314,400
7. Academic Promotion in Rank $82,300
8. Internal Audit Staff $61,400

Another critical element in our budget development was to ensure a relationship between the University's strategic plan and the mission plans of the colleges and other units.

# IDAHO STATE UNIVERSITY

## Budget Distribution by Activity and Expense Class

### July 1, 2011 - June 30, 2012

| | | FY2011 Original Budget | | FY2012 Original Budget | | Changes from Prior Year | |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | **By Function/ Exp Class** | Amount | % of Total | Amount | % of Total | Amount | % Chge |
| 3 | **By Function:** | | | | | | |
| 4 | Instruction | $55,388,205 | 51.90% | $55,949,800 | 50.71% | $561,595 | 1.01% |
| 5 | Research | 2,599,834 | 2.44% | 2,618,072 | 2.37% | 18,238 | 0.70% |
| 6 | Public Service | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 7 | Library | 4,790,718 | 4.49% | 4,772,329 | 4.33% | (18,389) | -0.38% |
| 8 | Student Services | 5,547,910 | 5.20% | 7,265,869 | 6.59% | 1,717,959 | 30.97% |
| 9 | Physical Plant | 15,759,024 | 14.77% | 16,432,364 | 14.89% | 673,340 | 4.27% |
| 10 | Institutional Support | 11,078,197 | 10.38% | 11,340,218 | 10.28% | 262,021 | 2.37% |
| 11 | Academic Support | 8,627,867 | 8.08% | 9,083,570 | 8.23% | 455,703 | 5.28% |
| 12 | Auxiliaries | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 13 | Athletics | 2,936,200 | 2.75% | 2,861,200 | 2.59% | (75,000) | -2.55% |
| 14 | **Total Bdgt by Function** | $106,727,955 | 100.00% | $110,323,422 | 100.00% | $3,595,467 | 3.37% |
| 15 | **By Expense Class:** | | | | | | |
| 16 | Personnel Costs: | | | | | | |
| 17 | Salaries: | | | | | | |
| 18 | Faculty | $32,641,595 | 30.58% | $33,547,087 | 30.41% | $905,492 | 2.77% |
| 19 | Executive/Admin | 3,720,746 | 3.49% | 3,915,724 | 3.55% | 194,978 | 5.24% |
| 20 | Managerial/Prof | 11,340,797 | 10.63% | 11,998,929 | 10.88% | 658,132 | 5.80% |
| 21 | Classified | 11,277,923 | 10.57% | 10,905,306 | 9.88% | (372,617) | -3.30% |
| 22 | Grad Assist | 1,457,439 | 1.37% | 1,689,588 | 1.53% | 232,149 | 15.93% |
| 23 | Irregular Help | 2,151,919 | 2.02% | 3,206,776 | 2.91% | 1,054,857 | 49.02% |
| 24 | Total Salaries | $62,590,419 | 58.64% | $65,263,410 | 59.16% | $2,672,991 | 4.27% |
| 25 | Personnel Benefits | 20,324,007 | 19.04% | 20,918,450 | 18.96% | 594,443 | 2.92% |
| 26 | Total Pers Costs | $82,914,426 | 77.69% | $86,181,860 | 78.12% | $3,267,434 | 3.94% |
| 27 | Operating Expense: | | | | | | |
| 28 | Travel | $684,997 | 0.64% | $538,300 | 0.49% | (146,697) | -21.42% |
| 29 | Utilities | 4,431,519 | 4.15% | 4,431,519 | 4.02% | 0 | 0.00% |
| 30 | Insurance | 757,989 | 0.71% | 757,989 | 0.69% | 0 | 0.00% |
| 31 | Other Oper. Exp | 13,451,545 | 12.60% | 13,921,630 | 12.62% | 470,085 | 3.49% |
| 32 | Total Oper. Exp | $19,326,050 | 18.11% | $19,649,438 | 17.81% | $323,388 | 1.67% |
| 33 | Capital Outlay: | | | | | | |
| 34 | Depart Equipment | $2,210,450 | 2.07% | $2,215,095 | 2.01% | 4,645 | 0.21% |
| 35 | Library Acquisitions | 2,277,029 | 2.13% | 2,277,029 | 2.06% | 0 | 0.00% |
| 36 | Total Cap Outlay | $4,487,479 | 4.20% | $4,492,124 | 4.07% | $4,645 | 0.10% |
| 37 | **Tot Bdgt by Exp Class** | $106,727,955 | 100.00% | $110,323,422 | 100.00% | $3,595,467 | 3.37% |
| 38 | One-time Expenditures | $1,784,545 | | $2,110,678 | | 326,133 | |
| 39 | **Activity Total** | $108,512,500 | | $112,434,100 | | $3,921,600 | 3.61% |
| 40 | **TOTAL FTE POSITIONS** | 1,066.09 | | 1,076.15 | | 10.06 | 0.94% |

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## UNIVERSITY OF IDAHO
## FY 2012 BUDGET OVERVIEW

The FY2012 General Education operating budget totals $144,409,600, which includes one-time state general funding of $530,400 for the Center for Advanced Energy Studies (CAES) and $70,477,000 in base state general funding. The base state general fund allocation for FY 2012 includes a $2,985,300 or 4.06% reduction from the FY 2011 base. The addition of the $530,400 in one-time state general funding for CAES brings this reduction from FY 2011 to 3.5%.

The ASUI leadership once again provided key support for the operating budget by passing a very modest student activity fee increase of 0.5% ($2.63 per semester), thus enabling the vast majority of the overall student fee increase to support tuition (formerly the matriculation fee) which is the primary source of flexible dollars to meet the institution's key operating budget needs. The Board approved an undergraduate student fee increase of 8.4% or $227.00 per semester with $224.37 of this increase going to tuition. This increase in tuition will result in an increase in student fee funding for the FY2012 general education budget. There were no increases to the facility or technology fees for FY2012.

The Board also approved professional fee increases for the UI College of Law, the UI College of Art and Architecture and Bioregional Planning as well as a new program fee for the McCall Outdoor Science School. These fees, which are all necessary and part of multi-year plans, will enable these programs to sustain quality programs and services at a level that ensures continued accreditation and student development.

The University is continuing to focus on ensuring that resources campus-wide including those within the General Education budget are focused on meeting the priorities of the university. Within General Education these efforts include the use of increased resident tuition and fees to offset the reduction in state general fund support and the use of increased non-resident tuition and fees to meet rising fixed costs and to offset lower than anticipating non-resident tuition in FY 2011. In addition the University is undergoing a $1.8 million dollar internal budget reduction in order to address the use of one-time reserves to balance the FY 2011 budget. Overall we believe the resulting budget will prove a sound base from which to grow an effective and efficient institution that can continue to meet its key roles in education, research and outreach.

# UNIVERSITY OF IDAHO

## Budget Distribution by Activity and Expense Class

### July 1, 2011 - June 30, 2012

| | | FY2011 Original Budget | | FY2012 Original Budget | | Changes from Prior Year | |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | **By Function/ Exp Class** | Amount | % of Total | Amount | % of Total | Amount | % Chge |
| 3 | **By Function:** | | | | | | |
| 4 | Instruction | $62,934,575 | 45.20% | $61,845,725 | 42.98% | ($1,088,850) | -1.73% |
| 5 | Research | 6,408,297 | 4.60% | 6,470,362 | 4.50% | 62,065 | 0.97% |
| 6 | Public Service | 637 | 0.00% | 642 | 0.00% | 5 | 0.78% |
| 7 | Library | 7,621,949 | 5.47% | 7,820,525 | 5.44% | 198,576 | 2.61% |
| 8 | Student Services | 10,698,361 | 7.68% | 13,057,145 | 9.08% | 2,358,784 | 22.05% |
| 9 | Physical Plant | 22,251,613 | 15.98% | 22,634,014 | 15.73% | 382,401 | 1.72% |
| 10 | Institutional Support | 17,594,906 | 12.64% | 19,507,990 | 13.56% | 1,913,084 | 10.87% |
| 11 | Academic Support | 7,881,677 | 5.66% | 9,481,537 | 6.59% | 1,599,860 | 20.30% |
| 12 | Auxiliaries | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 13 | Athletics | 3,847,585 | 2.76% | 3,061,260 | 2.13% | (786,325) | -20.44% |
| 14 | **Total Bdgt by Function** | $139,239,600 | 100.00% | $143,879,200 | 100.00% | $4,639,600 | 3.33% |
| 15 | **By Expense Class:** | | | | | | |
| 16 | Personnel Costs: | | | | | | |
| 17 | Salaries: | | | | | | |
| 18 | Faculty | $39,964,115 | 28.70% | $39,117,857 | 27.19% | ($846,258) | -2.12% |
| 19 | Executive/Admin | 5,356,322 | 3.85% | 5,241,372 | 3.64% | (114,950) | -2.15% |
| 20 | Managerial/Prof | 12,465,368 | 8.95% | 13,496,345 | 9.38% | 1,030,977 | 8.27% |
| 21 | Classified | 14,921,030 | 10.72% | 14,830,512 | 10.31% | (90,518) | -0.61% |
| 22 | Grad Assist | 3,745,192 | 2.69% | 3,412,466 | 2.37% | (332,726) | -8.88% |
| 23 | Irregular Help | 1,066,162 | 0.77% | 1,080,060 | 0.75% | 13,898 | 1.30% |
| 24 | Total Salaries | $77,518,189 | 55.67% | $77,178,612 | 53.64% | ($339,577) | -0.44% |
| 25 | Personnel Benefits | 24,458,697 | 17.57% | 24,802,045 | 17.24% | 343,348 | 1.40% |
| 26 | Total Pers Costs | $101,976,886 | 73.24% | $101,980,657 | 70.88% | $3,771 | 0.00% |
| 27 | Operating Expense: | | | | | | |
| 28 | Travel | $503,286 | 0.36% | $443,065 | 0.31% | (60,221) | -11.97% |
| 29 | Utilities & Debt Service | 6,668,784 | 4.79% | 6,868,285 | 4.77% | 199,501 | 2.99% |
| 30 | Insurance | 1,167,900 | 0.84% | 1,086,900 | 0.76% | (81,000) | -6.94% |
| 31 | Other Oper. Exp | 24,042,854 | 17.27% | 28,481,283 | 19.80% | 4,438,429 | 18.46% |
| 32 | Total Oper. Exp | $32,382,824 | 23.26% | $36,879,533 | 25.63% | $4,496,709 | 13.89% |
| 33 | Capital Outlay: | | | | | | |
| 34 | Depart Equipment | $969,936 | 0.70% | $847,822 | 0.59% | (122,114) | -12.59% |
| 35 | Library Acquisitions | 3,909,954 | 2.81% | 4,171,188 | 2.90% | 261,234 | 6.68% |
| 36 | Total Cap Outlay | $4,879,890 | 3.50% | $5,019,010 | 3.49% | $139,120 | 2.85% |
| 37 | **Tot Bdgt by Exp Class** | $139,239,600 | 100.00% | $143,879,200 | 100.00% | $4,639,600 | 3.33% |
| 38 | One-time Expenditures | $530,400 | | $530,400 | | $0 | |
| 39 | **Activity Total** | $139,770,000 | | $144,409,600 | | $4,639,600 | 3.32% |
| 40 | **TOTAL FTE POSITIONS** | 1,185.60 | | 1,179.54 | | (6.06) | -0.51% |

## LEWIS-CLARK STATE COLLEGE
## FY 2011 BUDGET OVERVIEW

LCSC's FY2012 General Fund budget of $11,520,800 represents a 4.15% reduction in appropriated General Fund dollars compared to the previous year (FY2011), and the cumulative impact of three years of cuts to LCSC's General Education budget since FY2009 now totals 28.2%. FY2012 will be the fifth consecutive year in which the Legislature has not appropriated MCO funds to LCSC to offset inflation. The cumulative impact of reduced appropriations is exacerbated by the sustained trend of growing enrollment and program delivery at the college. LCSC's student headcount has grown by 15% since the beginning of FY2009, and the accompanying expansion of program deliveries will continue to challenge in the FY2012, notwithstanding the administration's current planning estimate of "flat" enrollment growth for Fall 2011. FY2012 will be the third year in which LCSC's 60,000 $ft^2$ Nursing/Health Sciences building (Sacajawea Hall) will be in full operation without the support of Occupancy Cost funding (just under $500K per year)—representing, in effect, another 4% cut in needed appropriated funding for LCSC operations.

The combined impact of reduced appropriated funding and increased program demand (more students) will be partially offset by increased tuition rates (a 7.0% increase in tuition for LCSC students was approved by the State Board of Education in April 2011). We have estimated that, based on our conservative enrollment projections and the newly-approved tuition level, that $11.7M in student fees will be generated in FY2012—this represents a $960K increase from FY2011. We anticipate that funding from the Normal School Endowment will remain steady, at approximately $1.3M for the coming year. No federal stimulus dollars are available to supplement LCSC's operational budget in FY2012 (in contrast to FY2010 and FY2011 in which the college received $837K and $238K, respectively). LCSC's Professional-Technical Education (P.T.E.) appropriation for FY2012 ($3,584,978) represents a 1.58% reduction from the FY2011 funding level. The total of the above budget components (General Fund, Student Fees, Normal School Endowment, and P.T.E. dollars) equals LCSC's FY2012 Total General Education and Professional-Technical Education budget of $28,178,878.

LCSC's General Education personnel structure will remain stable in FY2012, with a total of 310.41 FTE on board. The college has begun a slow process of replacing a portion of the major personnel and program cuts made in FY2010 and continuing into FY2011. Conservative spending on personnel will be accompanied by continuing austerity in Operating Expenses, Capital Outlay, and maintenance expenditures.

Looking ahead to FY2013 and beyond, there will be a pressing need for LCSC to secure additional funding for Personnel, Operating Expense, and Capital Outlay accounts to catch up and keep pace with the continuing growth of the student population, sustain campus infrastructure, rebuild financial reserves, and begin the process of closing the large gap between salaries of LCSC employees and their counterparts at peer institutions.

LCSC is committed to maintaining sound stewardship of our FY2012 operating funds and to efficiently and effectively deliver the instructional programs within our Board-assigned mission areas, while preserving student access to quality educational services.

# LEWIS-CLARK STATE COLLEGE

## Budget Distribution by Activity and Expense Class

### July 1, 2011 - June 30, 2012

| | | FY2011 Original Budget | | FY2012 Original Budget | | Changes from Prior Year | |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | **By Function/ Exp Class** | Amount | % of Total | Amount | % of Total | Amount | % Chge |
| 3 | **By Function:** | | | | | | |
| 4 | Instruction | $11,806,653 | 48.92% | $11,811,952 | 48.03% | $5,299 | 0.04% |
| 5 | Research | 61,297 | 0.25% | 87,081 | 0.35% | 25,784 | 42.06% |
| 6 | Public Service | 89,854 | 0.37% | 178,957 | 0.73% | 89,103 | 99.16% |
| 7 | Library | 1,037,075 | 4.30% | 1,037,137 | 4.22% | 62 | 0.01% |
| 8 | Student Services | 1,828,330 | 7.58% | 2,147,758 | 8.73% | 319,428 | 17.47% |
| 9 | Physical Plant | 2,698,138 | 11.18% | 2,724,271 | 11.08% | 26,133 | 0.97% |
| 10 | Institutional Support | 3,891,633 | 16.13% | 3,883,498 | 15.79% | (8,135) | -0.21% |
| 11 | Academic Support | 1,901,700 | 7.88% | 1,901,846 | 7.73% | 146 | 0.01% |
| 12 | Auxiliaries | 11,400 | 0.05% | 11,400 | 0.05% | 0 | 0.00% |
| 13 | Athletics | 806,820 | 3.34% | 810,000 | 3.29% | 3,180 | 0.39% |
| 14 | **Total Bdgt by Function** | $24,132,900 | 100.00% | $24,593,900 | 100.00% | $461,000 | 1.91% |
| 15 | **By Expense Class:** | | | | | | |
| 16 | Personnel Costs: | | | | | | |
| 17 | Salaries: | | | | | | |
| 18 | Faculty | $7,386,726 | 30.61% | $7,458,148 | 30.33% | $71,422 | 0.97% |
| 19 | Executive/Admin | 1,187,141 | 4.92% | 1,193,304 | 4.85% | 6,163 | 0.52% |
| 20 | Managerial/Prof | 2,936,213 | 12.17% | 3,029,928 | 12.32% | 93,715 | 3.19% |
| 21 | Classified | 2,398,270 | 9.94% | 2,466,520 | 10.03% | 68,250 | 2.85% |
| 22 | Grad Assist | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 23 | Irregular Help | 336,250 | 1.39% | 327,800 | 1.33% | (8,450) | -2.51% |
| 24 | Total Salaries | $14,244,600 | 59.03% | $14,475,700 | 58.86% | $231,100 | 1.62% |
| 25 | Personnel Benefits | 5,040,900 | 20.89% | 5,213,200 | 21.20% | 172,300 | 3.42% |
| 26 | Total Pers Costs | $19,285,500 | 79.91% | $19,688,900 | 80.06% | $403,400 | 2.09% |
| 27 | Operating Expense: | | | | | | |
| 28 | Travel | $0 | 0.00% | $0 | 0.00% | 0 | 0.00% |
| 29 | Utilities | 888,000 | 3.68% | 888,000 | 3.61% | 0 | 0.00% |
| 30 | Insurance | 147,700 | 0.61% | 147,700 | 0.60% | 0 | 0.00% |
| 31 | Other Oper. Exp | 3,400,000 | 14.09% | 3,437,600 | 13.98% | 37,600 | 1.11% |
| 32 | Total Oper. Exp | $4,435,700 | 18.38% | $4,473,300 | 18.19% | $37,600 | 0.85% |
| 33 | Capital Outlay: | | | | | | |
| 34 | Depart Equipment | $88,700 | 0.37% | $88,700 | 0.36% | 0 | 0.00% |
| 35 | Library Acquisitions | 323,000 | 1.34% | 343,000 | 1.39% | 20,000 | 6.19% |
| 36 | Total Cap Outlay | $411,700 | 1.71% | $431,700 | 1.76% | $20,000 | 4.86% |
| 37 | **Tot Bdgt by Exp Class** | $24,132,900 | 100.00% | $24,593,900 | 100.00% | $461,000 | 1.91% |
| 38 | One-time Expenditures | $238,200 | | $0 | | (238,200) | |
| 39 | **Activity Total** | $24,371,100 | | $24,593,900 | | $222,800 | 0.91% |
| 40 | **TOTAL FTE POSITIONS** | 302.95 | | 310.41 | | 7.46 | 2.46% |

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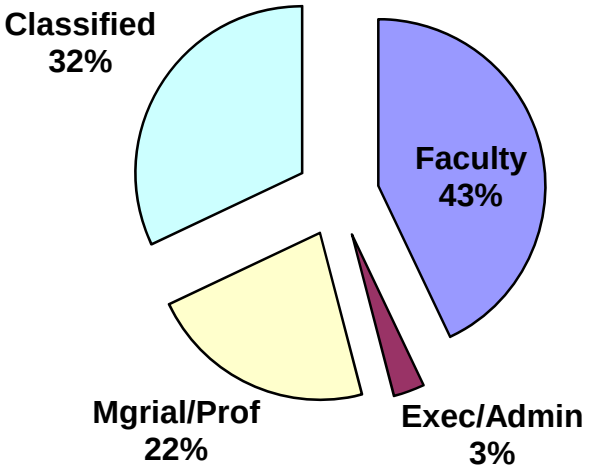
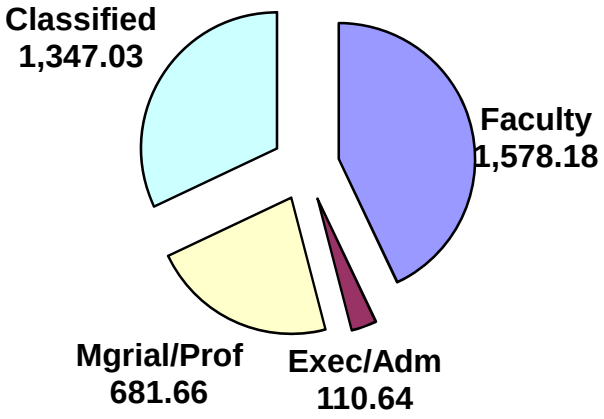
## College & Universities
## FY12 Budgeted Positions by Type - % of Total




## College & Universities
## FY12 Budgeted Positions by Type - FTP



**COLLEGE & UNIVERSITIES**
**Operating Budget Personnel Costs Summary**
**July 1, 2011 - June 30, 2012**

| | | FY2011 Operating Budget | | | | FY2012 Operating Budget | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Classification | FTE | Salaries | Benefits | Total | FTE | Salaries | Benefits | Total |
| | BOISE STATE UNIVERSITY | | | | | | | | |
| 1 | Faculty | 567.41 | $44,457,848 | $13,178,744 | $57,636,592 | 585.95 | $46,423,938 | $14,139,005 | $60,562,943 |
| 2 | Executive/Administrative | 32.64 | 4,491,321 | $1,217,876 | 5,709,197 | 34.64 | 4,739,553 | $1,272,348 | 6,011,901 |
| 3 | Managerial/Professional | 341.95 | 18,606,673 | $6,500,796 | 25,107,469 | 359.98 | 19,900,585 | $6,912,388 | 26,812,973 |
| 4 | Classified | 338.07 | 9,927,926 | $4,564,157 | 14,492,083 | 344.35 | 10,058,816 | $4,637,163 | 14,695,979 |
| 5 | Irregular Help | | 684,649 | 234,926 | 919,575 | | 667,985 | 60,119 | 728,104 |
| 6 | Graduate Assistants | | 2,610,292 | 27,386 | 2,637,678 | | 2,667,752 | 40,016 | 2,707,768 |
| 7 | TOTAL | 1,280.07 | $80,778,709 | $25,723,885 | $106,502,594 | 1,324.92 | $84,458,629 | $27,061,039 | $111,519,668 |
| 8 | | | | Number of New Positions | | 44.85 | | | |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |
| 11 | IDAHO STATE UNIVERSITY | | | | | | | | |
| 12 | Faculty | 434.83 | $32,641,595 | $ 9,867,882 | $42,509,477 | 436.24 | $33,547,087 | $ 10,314,143 | $43,861,230 |
| 13 | Executive/Administrative | 27.29 | 3,720,746 | 964,983 | 4,685,729 | 29.43 | 3,915,724 | 1,014,711 | 4,930,435 |
| 14 | Managerial/Professional | 207.71 | 11,340,797 | 3,865,952 | 15,206,749 | 218.88 | 11,998,929 | 4,034,361 | 16,033,290 |
| 15 | Classified | 396.26 | 11,277,923 | 5,284,089 | 16,562,012 | 391.60 | 10,905,306 | 5,191,057 | 16,096,363 |
| 16 | Irregular Help | | 2,151,919 | 335,150 | 2,487,069 | | 3,206,776 | 357,284 | 3,564,060 |
| 17 | Graduate Assistants | | 1,457,439 | 5,951 | 1,463,390 | | 1,689,588 | 6,894 | 1,696,482 |
| 18 | TOTAL | 1,066.09 | $62,590,419 | $20,324,007 | $82,914,426 | 1,076.15 | $65,263,410 | $20,918,450 | $86,181,860 |
| 19 | | | | Number of New Positions | | 10.06 | | | |
| 20 | | | | | | | | | |
| 21 | | | | | | | | | |
| 22 | UNIVERSITY OF IDAHO | | | | | | | | |
| 23 | Faculty | 516.68 | $39,964,115 | $12,355,970 | $52,320,085 | 512.43 | $39,117,857 | $12,315,652 | $51,433,509 |
| 24 | Executive/Administrative | 38.38 | 5,356,322 | 1,438,726 | 6,795,048 | 38.95 | 5,241,372 | 1,447,458 | 6,688,830 |
| 25 | Managerial/Professional | 201.13 | 12,465,368 | 4,135,391 | 16,600,759 | 208.45 | 13,496,345 | 4,488,565 | 17,984,910 |
| 26 | Classified | 429.37 | 14,921,030 | 6,277,926 | 21,198,956 | 419.71 | 14,830,512 | 6,274,480 | 21,104,992 |
| 27 | Irregular Help | | 1,066,162 | 213,232 | 1,279,394 | | 1,080,060 | 241,765 | 1,321,825 |
| 28 | Graduate Assistants | | 3,745,192 | 37,452 | 3,782,644 | | 3,412,466 | 34,125 | 3,446,591 |
| 29 | TOTAL | 1,185.56 | $77,518,189 | $24,458,697 | $101,976,886 | 1,179.54 | $77,178,612 | $24,802,045 | $101,980,657 |
| 30 | | | | Number of New Positions | | (6.02) | | | |
| 31 | | | | | | | | | |
| 32 | | | | | | | | | |
| 33 | LEWIS CLARK STATE COLLEGE | | | | | | | | |
| 34 | Faculty | 135.40 | $7,386,726 | $2,439,692 | $9,826,418 | 136.40 | $7,458,148 | $2,506,803 | $9,964,951 |
| 35 | Executive/Administrative | 13.90 | 1,187,141 | 342,051 | 1,529,192 | 13.90 | 1,193,304 | 351,538 | 1,544,842 |
| 36 | Managerial/Professional | 66.05 | 2,936,213 | 1,085,882 | 4,022,095 | 69.62 | 3,029,928 | 1,146,622 | 4,176,550 |
| 37 | Classified | 87.60 | 2,398,270 | 1,141,903 | 3,540,173 | 90.49 | 2,466,520 | 1,178,998 | 3,645,518 |
| 38 | Irregular Help | | 336,250 | 31,372 | 367,622 | | 327,800 | 29,239 | 357,039 |
| 39 | Graduate Assistants | | 0 | 0 | 0 | | 0 | 0 | 0 |
| 40 | TOTAL | 302.95 | $14,244,600 | $5,040,900 | $19,285,500 | 310.41 | $14,475,700 | $5,213,200 | $19,688,900 |
| 41 | | | | Number of New Positions | | 7.46 | | | |
| 42 | | | | | | | | | |
| 43 | | | | | | | | | |
| 44 | TOTAL COLLEGE & UNIVERSITIES | | | | | | | | |
| 45 | Faculty | 1,654.32 | $124,450,284 | $37,842,288 | $162,292,572 | 1,671.02 | $126,547,030 | $39,275,603 | $165,822,633 |
| 46 | Exec/Admin | 112.21 | 14,755,530 | 3,963,636 | 18,719,166 | 116.92 | 15,089,953 | 4,086,055 | 19,176,008 |
| 47 | Mgrial/Prof | 816.84 | 45,349,051 | 15,588,021 | 60,937,072 | 856.93 | 48,425,787 | 16,581,936 | 65,007,723 |
| 48 | Classified | 1,251.30 | 38,525,149 | 17,268,075 | 55,793,224 | 1,246.15 | 38,261,154 | 17,281,698 | 55,542,852 |
| 49 | Irregular Help | 0.00 | 4,238,980 | 814,680 | 5,053,660 | 0.00 | 5,282,621 | 688,407 | 5,971,028 |
| 50 | Graduate Assistants | 0.00 | 7,812,923 | 70,789 | 7,883,712 | 0.00 | 7,769,806 | 81,035 | 7,850,841 |
| 51 | TOTAL | 3,834.67 | $235,131,917 | $75,547,489 | $310,679,406 | 3,891.02 | $241,376,351 | $77,994,734 | $319,371,085 |
| 52 | | | | Number of New Positions | | 56.35 | | | |

## POSTSECONDARY PROFESSIONAL-TECHNICAL EDUCATION SYSTEM FISCAL YEAR 2012 BUDGET OVERVIEW

The allocation and reallocation of funds for the FY2012 Postsecondary Professional-Technical Education System is based on the Strategic Plan for Professional-Technical Education in Idaho – FY2011 – 2014, as well as Board and Legislative Intent.

The FY2012 budget reflects an overall decrease in the on-going budget of $706,700 or 2.24% decrease in the state general fund. In addition, the Legislature appropriated an increase of $53,000 in student fees at EITC. The overall decrease in the state general fund allocation includes: (1) personnel cost reduction of 1.12% in the amount of $341,478; (2) operating expense reduction of 4.08% in the amount of $154,298; and (3) capital outlay reduction of 100.00% in the amount of $210,924.

**Postsecondary Professional-Technical Education System**

**Operating Budget Distribution by Activity and Expense Standard Class**

**July 1, 2011 - June 30, 2012**

| | Original FY2011 | Percent of Total | Original FY2012 | Percent of Total | Change from Prior Year | Percent Change |
|---|---|---|---|---|---|---|
| **By Activity:** | | | | | | |
| Instruction | 33,316,372 | 96.68% | 32,751,448 | 97.03% | (564,924) | -1.70% |
| Plant Maintenance & Operations | 1,143,428 | 3.32% | 1,001,652 | 2.97% | (141,776) | -12.40% |
| Total Operating Budget | 34,459,800 | 100.00% | 33,753,100 | 100.00% | (706,700) | -2.05% |
| **TOTAL BUDGET** | 34,459,800 | 100.00% | 33,753,100 | 100.00% | (706,700) | -2.05% |
| **By Expense Standard Class:** | | | | | | |
| Personnel Costs- | | | | | | |
| Faculty | 14,277,900 | 41.43% | 14,408,068 | 42.69% | 130,168 | 0.91% |
| Executive/Administrative | 803,296 | 2.33% | 842,158 | 2.50% | 38,862 | 4.84% |
| Managerial/Professional | 2,976,932 | 8.64% | 2,808,301 | 8.32% | (168,631) | -5.66% |
| Classified | 3,519,292 | 10.21% | 3,631,113 | 10.76% | 111,821 | 3.18% |
| Irregular Help | 706,609 | 2.05% | 436,927 | 1.29% | (269,682) | -38.17% |
| Total Salaries | 22,284,029 | 64.67% | 22,126,567 | 65.55% | (157,462) | -0.71% |
| Personnel Benefits | 8,181,318 | 23.74% | 7,997,302 | 23.69% | (184,016) | -2.25% |
| Total Personnel Costs | 30,465,347 | 88.41% | 30,123,869 | 89.25% | (341,478) | -1.12% |
| Operating Expenses- | 3,783,529 | 10.98% | 3,629,231 | 10.75% | (154,298) | -4.08% |
| Capital Outlay- | 210,924 | 0.61% | 0 | 0.00% | (210,924) | -100.00% |
| Total On-Going Operating Budget | 34,459,800 | 100.00% | 33,753,100 | 100.00% | (706,700) | -2.05% |
| **TOTAL BUDGET** | 34,459,800 | 100.00% | 33,753,100 | 100.00% | (706,700) | -2.05% |
| **Total Full Time Positions (FTP)** | 484.19 | | 493.18 | | 8.99 | 1.86% |

**Postsecondary Professional-Technical Education System**
**Operating Budget Personnel Costs**
**Summary**
**July 1, 2011 - June 30, 2012**

| | FY 2011 Operating Budget | | | | FY 2012 Operating Budget | | | |
|---|---|---|---|---|---|---|---|---|
| **Classification** | **FTP** | **Salaries** | **Benefits** | **Total** | **FTP** | **Salaries** | **Benefits** | **Total** |
| Faculty | 304.20 | 14,277,900 | 5,222,054 | 19,499,954 | 310.25 | 14,408,068 | 5,124,022 | 19,532,090 |
| Exec/Admin | 8.45 | 803,296 | 235,381 | 1,038,677 | 8.97 | 842,158 | 243,888 | 1,086,046 |
| Manage/Prof | 55.08 | 2,976,932 | 1,045,254 | 4,022,186 | 53.76 | 2,808,301 | 978,631 | 3,786,932 |
| Classified | 116.46 | 3,519,292 | 1,578,046 | 5,097,338 | 120.20 | 3,631,113 | 1,593,670 | 5,224,783 |
| Irreg Help | 0.00 | 706,609 | 100,583 | 807,192 | 0.00 | 436,927 | 57,091 | 494,018 |
| **TOTAL** | **484.19** | **22,284,029** | **8,181,318** | **30,465,347** | **493.18** | **22,126,567** | **7,997,302** | **30,123,869** |

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**UNIVERSITY OF IDAHO**
**AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2012**
**AGRICULTURAL RESEARCH AND EXTENSION SYSTEM**

| | | FTE | AMOUNT |
|---|---|---|---|
| 1 | **FUNDS AVAILABLE** | | |
| 2 | | | |
| 3 | FY2011 Operating Budget Base | 302.00 | $ 22,609,000 |
| 4 | Adjustments: Omnibus Rescission | | - |
| 5 | Adjustments: Appropriation Adjustment | | - |
| 6 | Adjustments: Remove One-Time | | - |
| 7 | | | - |
| 8 | | | - |
| 9 | Adjustments: FTP Eliminations | (20.36) | - |
| 10 | Adjustments: FTP Adjustment | (3.85) | |
| 11 | FY2011 Adjusted Budget Base | 277.79 | $ 22,609,000 |
| 12 | | | |
| 13 | Additional Funding for FY2012 | | |
| 14 | Benefit Costs | | $ - |
| 15 | 5% Personnel Cot Reduction | | - |
| 16 | Total Funding Reduction | - | $ - |
| 17 | Total Funds Available for FY2012 | 277.79 | $ 22,609,000 |
| 18 | | | |
| 19 | | | |
| 20 | | | |
| 21 | **ALLOCATION OF FUNDS** | | |
| 22 | | | |
| 23 | FY2012 Adjusted Budget Base | 277.79 | $ 22,609,000 |
| 24 | | | |
| 25 | MCO Increases/Decreases to Budget Base | | |
| 26 | Benefit Costs | | $ - |
| 27 | | | - |
| 28 | Total MCO Increases/Decreases | - | $ - |
| 29 | | | |
| 30 | Enhancements to Budget Base | | |
| 31 | | | $ - |
| 32 | | | - |
| 33 | Total Enhancements | - | $ - |
| 34 | | | |
| 35 | Total Decreases | - | $ - |
| 36 | | | |
| 37 | FY2012 Operating Budget | 277.79 | $ 22,609,000 |

**AGRICULTURAL RESEARCH & EXTENSION SERVICE**

**Operating Budget Personnel Costs Summary**

**July 1, 2011 - June 30, 2012**

| | FY2011 Operating Budget | | | | FY2012 Operating Budget | | | |
|---|---|---|---|---|---|---|---|---|
| Classification | FTE | Salaries | Benefits | Total | FTE | Salaries | Benefits | Total |
| Faculty | 167.92 | $11,729,541 | $4,166,970 | $15,896,511 | 166.52 | $10,393,636 | $3,788,278 | $14,181,914 |
| Executive/Administrative | 1.50 | 272,458 | 76,628 | 349,086 | 2.66 | 412,597 | $121,050 | 533,647 |
| Managerial/Professional | 33.67 | 1,796,711 | 705,055 | 2,501,766 | 24.89 | 958,529 | $414,858 | 1,373,387 |
| Classified | 98.91 | 3,172,996 | 1,576,498 | 4,749,494 | 83.72 | 2,734,454 | $1,273,002 | 4,007,456 |
| Irregular Help | | 295,242 | 24,889 | 320,131 | | 293,870 | 26,448 | 320,318 |
| Graduate Assistants | | 271,727 | 2,700 | 274,427 | | 280,076 | 2,801 | 282,877 |
| TOTAL | 302.00 | $17,538,675 | $6,552,740 | $24,091,415 | 277.79 | $15,073,162 | $5,626,438 | $20,699,600 |

# HEALTH PROGRAMS

## FY 2012 Operating Budget

| | FY 2011 BUDGET | FY 2012 BUDGET | PERCENT of CHANGE |
|---|---|---|---|
| **By Program:** | | | |
| WI Veterinary Education | 1,822,500 | 1,811,300 | -0.61% |
| WWAMI Medical Education | 3,808,100 | 3,888,500 | 2.11% |
| IDEP Dental Education | 1,474,500 | 1,530,400 | 3.79% |
| University of Utah Medical Education | 1,204,200 | 1,242,400 | 3.17% |
| Family Medicine Residencies | 1,983,200 | 1,938,200 | -2.27% |
| WICHE PSEP - Optometry | 218,600 | 188,200 | -13.91% |
| Psychiatry Residency | 114,000 | 111,400 | -2.28% |
| **Total Programs** | **10,625,100** | **10,710,400** | 0.80% |
| **By Fund Source:** | | | |
| General Fund | 9,960,600 | 10,000,900 | 0.40% |
| Student Fee Revenue | 664,500 | 709,500 | 6.77% |
| **Total Funds** | **10,625,100** | **10,710,400** | 0.80% |
| **By Expenditure Classification:** | | | |
| Personnel Costs | 2,115,100 | 2,094,900 | -0.96% |
| Operating Expenditures | 1,898,900 | 1,787,000 | -5.89% |
| Capital Outlay | 5,500 | 5,500 | 0.00% |
| Trustee & Benefits | 6,605,600 | 6,823,000 | 3.29% |
| Lump Sum | 0 | 0 | 0.00% |
| **Total Expenditures** | **10,625,100** | **10,710,400** | 0.80% |
| **Full Time Position** | 20.5 | 20.5 | 0.00% |

**Budget Overview**

All Health Ed budgets took a 2.27% base reduction. However, contract inflation was also funded for all but the residency programs (which don't receive contract inflation), which largely offset the base reduction. The Legislature approved the continuation of phasing-out funding for the WICHE optometry program (only years 3 and 4 will be funded in FY12). The savings from this phase-out were transferred to the University of Utah medical education program to offset budget cuts from FY11.

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# SPECIAL PROGRAMS

## FY 2012 Operating Budget

| | FY 2011 BUDGET | FY 2012 BUDGET | PERCENT of CHANGE |
|---|---|---|---|
| **By Program:** | | | |
| Forest Utilization Research | 511,400 | 490,000 | -4.18% |
| Geological Survey | 701,100 | 671,800 | -4.18% |
| Scholarships and Grants: | | | |
| Idaho Promise Scholarship - A | 317,100 | 317,100 | 0.00% |
| Idaho Promise Scholarship - B | 3,634,500 | 3,634,500 | 0.00% |
| Atwell Parry Work Study Program | 1,186,000 | 1,186,000 | 0.00% |
| Minority/"At Risk" Scholarship | 105,000 | 105,000 | 0.00% |
| Teachers/Nurses Loan Forgiveness | 225,000 | 225,000 | 0.00% |
| Freedom Scholarship | 40,000 | 40,000 | 0.00% |
| Peace Officer/Firefighter Scholarship | 50,000 | 80,000 | 60.00% |
| Grow Your Own Teacher Scholarship | 364,000 | 364,000 | 0.00% |
| Leveraging Educ Asst Program (LEAP) | 716,400 | 716,400 | 0.00% |
| Special Leveraging Educ Asst Part (SLEAP) | 213,300 | 213,300 | 0.00% |
| Byrd Honors | 216,000 | 216,000 | 0.00% |
| Opportunity Scholarships | | 1,000,000 | 100.00% |
| GEARUP Scholarships | | 250,000 | 100.00% |
| Unallocated Federal Appropriation | 34,700 | 34,700 | 0.00% |
| Total Scholarships and Grants | 7,102,000 | 8,382,000 | 18.02% |
| Museum of Natural History | 454,100 | 435,200 | -4.16% |
| Small Business Development Centers | 246,300 | 236,100 | -4.14% |
| TechHelp | 143,900 | 137,900 | -4.17% |
| **Total Programs** | **9,158,800** | **10,353,000** | 13.04% |
| **By Fund Source:** | | | |
| General Fund | 8,690,100 | 8,634,300 | -0.64% |
| Federal Funds | 468,700 | 718,700 | 53.34% |
| Opportunity Scholarship Fund | | 1,000,000 | 100.00% |
| **Total Funds** | **9,158,800** | **10,353,000** | 13.04% |
| **By Expenditure Classification:** | | | |
| Personnel Costs | 1,979,500 | 1,903,700 | -3.83% |
| Operating Expenditures | 77,300 | 78,300 | 1.29% |
| Capital Outlay | 0 | 0 | |
| Trustee/Benefit or Lump Sum Payments | 7,102,000 | 8,371,000 | 17.87% |
| **Total Expenditures** | **9,158,800** | **10,353,000** | 13.04% |
| **Full Time Position** | 30.06 | 27.23 | -9.41% |

**Budget Overview**

The FY 2012 appropriation for Special Programs reflects a 13.04% base increase including $1,000,000 spending authority from the Opportunity Scholarship Fund and $250,000 for scholarships from the federal GEARUP Fund. Excluding the Opportunity and GEARUP scholarship, the Special Programs appropriation would reflect a decrease of .61%.

For FY 2012, Opportunity Scholoarships will be funded from the corpus and earnings from the Opportunity Scholarship Fund which has a corpus balance of approximately $19.7 million.

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*November 8, 2010*

# *FY2012 ALTERATION AND REPAIR PROJECTS*

| *AGENCY / INSTITUTION* | *PBFAC RECOMMENDATIONS* | *AGENCY REQUESTS* | *PRIORITY* |
|---|---|---|---|
| ***EDUCATION, STATE BOARD OF*** | | | |
| BOISE STATE UNIVERSITY | | | |
| Storm Water Drainage System, Phase 6 (DPW 06202) | 300,000 | 300,000 | 1 |
| Domestic Hot Water System Renewal | 250,000 | 250,000 | 2 |
| Fire Alarm System Replacement, Phase 5 | 75,000 | 75,000 | 3 |
| Sidewalk Repairs and Improvements | 80,000 | 80,000 | 4 |
| Classroom Renovations | 225,000 | 225,000 | 5 |
| Renovations for Teaching and Research Space, Colleges of Arts & Sciences, Engineering, Education, and Social Sciences & Public Affairs | 1,000,000 | 1,000,000 | 6 |
| Space Consolidation and Renovation, Administration Building | 400,000 | 400,000 | 7 |
| Elevator Upgrades, Phase 2 | 124,320 | 124,320 | 8 |
| Utility Relocation Master Plan/Sanitary Sewer, Expansion Area | | 50,000 | 9 |
| Utility Relocation, Expansion Area | | 150,000 | 10 |
| Elevator Upgrades, Phase 3 | 106,800 | 106,800 | 11 |
| Pedestrian/Bicycle Circulation Master Plan and Safety Improvements, Phase 2 (DPW 08200) | 75,000 | 75,000 | 12 |
| Emergency Phone Replacement and Additions, Phase 2 | | 124,000 | 13 |
| Renovate Geosciences Space, Math/Goesciences Building | | 995,000 | 14 |
| Remodel Space for Reassignment, Technical Services Building | | 650,000 | 15 |
| Landscape Improvements, Expansion Area | | 150,000 | 16 |
| HVAC Upgrade, Science/Nursing Building | | 750,000 | 17 |
| Upgrade Card Access System, Micron Engineering Center | | 105,000 | 18 |
| Renovations to Support Research Space for Engineering | | 2,800,000 | 19 |
| Renovations to Support Rese | | 2,000,000 | 20 |
| Replace Rooftop HVAC Unit, | | 60,000 | 21 |
| Exit Sign Renewal, Library | | 90,000 | 22 |
| Replace Roof, Applied Techn | | 160,000 | 23 |
| Replace Roof, PAAW Buildir | | 75,000 | 24 |
| Convert Indoor Transformer P Business Building | | 120,000 | 25 |
| Convert VAVs/Controls from | | 100,000 | 26 |
| Demolish Vacant Properties | | 200,000 | 27 |
| Improvements, Education Building | | 155,000 | 28 |
| Replace Entry Plaza, Business Building | | 200,000 | 29 |
| SUBTOTAL | 2,636,120 | 11,570,120 | |

PBFAC RECOMMENDATION

*November 8, 2010*

# *FY2012 ALTERATION AND REPAIR PROJECTS*

| *AGENCY / INSTITUTION* | *PBFAC RECOMMENDATIONS* | *AGENCY REQUESTS* | *PRIORITY* |
|---|---|---|---|
| IDAHO STATE UNIVERSITY | | | |
| Renovate Pharmacy Practice Laboratory, Leonard Hall | 320,000 | 320,000 | 1 |
| ~~Campus Integrated Master Plan w/Storm Water Study ($575K request)~~ | | | ~~2~~ |
| Replace Fume Hood/Room Exhaust Controls, Pharmacy Lab, Leonard Hall | 31,625 | 31,625 | 3 |
| Replace Windows, Phase 2, Museum Building | 250,000 | 250,000 | 4 |
| Campus Exterior Lighting, Phase 1 | 100,000 | 100,000 | 5 |
| Replace Damaged Concrete and Trip Hazards, Walkways, Campus Wide | 127,100 | 127,100 | 6 |
| Replace Single Level Section of Roof, Beckley Nursing Building | 104,000 | 104,000 | 7 |
| Replace Safety Systems, Boiler 2, Heat Plant | 367,250 | 367,250 | 8 |
| Replace Windows and Indoor Air Quality Improvements, First Floor, Industrial Crafts Building | 86,000 | 86,000 | 9 |
| Mechanical System Upgrade, Ph 5, Center for Higher Ed., UP/I | 296,700 | 296,700 | 10 |
| Replace Insulation, Steam and Condensate Lines, Heat Plant | 197,750 | 197,750 | 11 |
| Upgrade Radio Communication System, Pocatello/Id Falls/Meridian | | 365,355 | 12 |
| ~~Upgrade DDC, Animal Biol. Facility, Gale Life Sci Complex ($44,678 request)~~ | | | ~~13~~ |
| ~~Rpl Irrigation Lines from Steam Tunnel, Hutchinson Quad ($90,293 request)~~ | | | ~~14~~ |
| Install New Membrane, Roof, Frazier Hall | 161,000 | 161,000 | 15 |
| Renovate Room 224, College of Education Building | 138,600 | 138,600 | 16 |
| ~~Replace Campus Safety Monitoring System ($167,900 request)~~ | | | ~~17~~ |
| Renovate and Install New HVAC System, Administration Bldg. | 494,500 | 494,500 | 18 |
| Replace Boiler, Garrison Hall | | 125,000 | 19 |
| Replace HVAC, Kitchen, Albion Hall | | 34,500 | 20 |
| Back-Up Generator, Heat Plant | | 199,600 | 21 |
| Replace Duct Work, Oboler Library | | 317,625 | 22 |
| Upgrade HVAC and Improve Air Quality, Reed Gym | | 275,000 | 23 |
| Upgrade Network Infrastructure, Information Technology Services | | 504,000 | 24 |
| Install Remote Monitors for AV Classrooms, ITS, Rendezvous Bldg | | 156,000 | 25 |
| Upgrade HVAC, Reactor Room, Engineering Building | | 37,433 | 26 |
| Replace Flooring, Ceiling, and | | 350,000 | 27 |
| Replace Fire Lane, McIntosh M | | 477,825 | 28 |
| Renovate Interior, Beckley Nurs | | 600,000 | 29 |
| Replace Furnaces/Compressor | | 178,000 | 30 |
| Heat Pump Replacement, Phas | | 316,300 | 31 |
| Replace Sewer Line Between T Center for Higher Ed, UP/IF | | 41,600 | 32 |
| Replace PVC Membrane, Roof, | | 355,950 | 33 |
| | [illegible] | [illegible],008,713 | |

PBFAC RECOMMENDATION

*November 8, 2010*

# *FY2012 ALTERATION AND REPAIR PROJECTS*

| *AGENCY / INSTITUTION* | *PBFAC RECOMMENDATIONS* | *AGENCY REQUESTS* | *PRIORITY* |
|---|---|---|---|
| UNIVERSITY OF IDAHO | | | |
| Tower Structural Repairs, Memorial Gymnasium | 200,000 | 200,000 | 1 |
| HVAC System Improvements, Administration Building | 984,200 | 984,200 | 2 |
| HVAC, Niccolls Building | 766,300 | 766,300 | 3 |
| Replace Roof, College of Natural Resources Building | 695,300 | 695,300 | 4 |
| Demolition and Site Restoration, Line Street Electrical Substati | 121,800 | 121,800 | 5 |
| Demolition and Site Restoration, KUID & JAMM Communicatio | 45,000 | 45,000 | 6 |
| HVAC Upgrade, Phase 3, Life Science South | | 998,200 | 7 |
| Replace Roofs, West Wing/Mechanical Level Roof/ E/W Sides Mechanical Level, Ag Science | | 465,000 | 8 |
| HVAC Upgrade, Phase 3, Janssen Engineering Building | | 875,500 | 9 |
| Exterior Envelope Repair, Administration Building | | 874,600 | 10 |
| Stand-By Power Generator, Life Science South | | 463,500 | 11 |
| Emergency Generator, Holm Center | | 265,300 | 12 |
| Exterior Envelope Repair, Education Building | | 1,162,600 | 13 |
| HVAC System Repairs, Phase 2, Gibb Hall | | 996,500 | 14 |
| Pedestrian Improvements, 7th Street | | 387,500 | 15 |
| Re-Pipe DWV and Heating Systems, Student Health Center | | 919,000 | 16 |
| Repair/Renovate East Entry Steps/Planters, Menard Law Bldg | | 309,000 | 17 |
| Repair North Entry Steps and Mosaic Tile, Administration Bldg | | 250,100 | 18 |
| HVAC System Improvements, Phase 2, Administration Building | | 1,046,500 | 19 |
| HVAC Upgrade, Phase 4, Janssen Engineering Building | | 523,100 | 20 |
| HVAC System Repair, Phase 3, Gibb Hall | | 1,046,500 | 21 |
| Repairs and Repaving, Idaho Avenue Extension | | 750,000 | 22 |
| Engineering Shop and Storage Addition, KUID Building | | 154,500 | 23 |
| SUBTOTAL | 2,812,600 | 14,300,000 | |
| LEWIS-CLARK STATE COLLEGE | | | |
| Replace/Upgrade HVAC Systems, Three Buildings | 390,000 | 390,000 | 1 |
| Parking Lot, 6th Street | | 575,000 | 2 |
| Demolish 6-Plex, 7th Avenue | 60,000 | 60,000 | 3 |
| Replace Windows and Doors, International Programs Office | 180,000 | 180,000 | 4 |
| Replace Roof, Sam Glenn Complex | | 676,000 | 5 |
| Upgrade Parking Lot, Industrial-Agriculture Building | | 220,000 | 6 |
| SUBTOTAL | 630,000 | 2,101,000 | |

*November 8, 2010*

# *FY2012 ALTERATION AND REPAIR PROJECTS*

| *AGENCY / INSTITUTION* | *PBFAC RECOMMENDATIONS* | *AGENCY REQUESTS* | *PRIORITY* |
|---|---|---|---|
| NORTH IDAHO COLLEGE | | | |
| Replace Roof, Lee-Kildow Hall | | 375,000 | 1 |
| Remodel 2nd Floor, Molstead | | 85,000 | 2 |
| Replace Floor and Bleachers, | | 334,000 | 3 |
| Interior Painting, Selected Buil | | 68,500 | 4 |
| Replace Carpet, Selected Buil | | 80,000 | 5 |
| Replace Windows and Frames | | 81,000 | 6 |
| Replace Dock, Repair and Lar Bulkhead, Phase 2 | | 136,500 | 7 |
| Upgrade Seating, Shuler Perfo | | 152,250 | 8 |
| Proximity Card Locking/Security System, Boswell Hall and Sherman Administration Building | | 290,000 | 9 |
| SUBTOTAL | 460,000 | 1,602,250 | |
| COLLEGE OF SOUTHERN IDAHO | | | |
| Renovate C-Wing, Evergreen Building | | 1,325,800 | 1 |
| Electrical Upgrade, Campus Wide | 128,100 | 128,100 | 2 |
| Chip Seal Four Parking Lots | 41,200 | 41,200 | 3 |
| Sidewalk, Evergreen Building | 58,600 | 58,600 | 4 |
| Fire Lane, Canyon and Desert Buildings | 199,000 | 199,000 | 5 |
| Fire Lane Connector, Evergreen Building | 53,900 | 53,900 | 6 |
| SUBTOTAL | 480,800 | 1,806,600 | |
| COLLEGE OF WESTERN IDAHO | | | |
| Replace Locking Mechanisms, Nampa Campus Building | 35,000 | 35,000 | 1 |
| Replace Locking Mechanisms, Canyon County Center Bldg. | 30,000 | 30,000 | 2 |
| Replace Carpet, Canyon County Center Building | 185,000 | 185,000 | 3 |
| SUBTOTAL | 250,000 | 250,000 | |
| EASTERN IDAHO TECHNICAL COLLEGE | | | |
| Renovate Parking Lot and Roadway, Sessions Building 1 | | 295,000 | 1 |
| HVAC Upgrade, Phase 1, Sessions Building 1 | 350,000 | 350,000 | 2 |
| Repair/Sealcoat Parking Lots and Roadways, Campus Wide | | 110,000 | 3 |
| Access Control, Phase 1, Campus Wide | 200,000 | 200,000 | 4 |
| Re-Landscape/Install Sprinkler System, Christofferson Bldg. 3 | | 110,000 | 5 |
| Replace Heat Pumps and Ceiling Tile, Ph 2, Sessions Bldg. 1 | | 400,000 | 6 |
| SUBTOTAL | 550,000 | 1,465,000 | |

PBFAC RECOMMENDATION

*November 8, 2010*

# *FY2012 ALTERATION AND REPAIR PROJECTS*

| *AGENCY / INSTITUTION* | *PBFAC RECOMMENDATIONS* | *AGENCY REQUESTS* | *PRIORITY* |
|---|---|---|---|
| IDAHO SCHO | | | |
| Communicatio | 98,000 | 98,000 | 1 |
| Resurface Trac | 80,000 | 80,000 | 2 |
| Replace Floori | 75,000 | 75,000 | 3 |
| Replace Roof, | | 1,006,000 | 4 |
| | 253,000 | 1,259,000 | |
| | ,747,045 | 41,362,683 | |

PBFAC RECOMMENDATION

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| TAB | DESCRIPTION | ACTION |
|---|---|---|
| 1 | **COLLEGE OF SOUTHERN IDAHO ANNUAL REPORT** | Information Item |
| 2 | **PRESIDENT'S COUNCIL REPORT** | Information Item |
| 3 | **IDAHO DIVISION OF VOCATIONAL REHABILITATION PROGRESS REPORT** | Information Item |
| 4 | **PRESIDENTIAL COMPENSATION** | Motion to Approve |
| 5 | **LEGISLATION - 2012** | Motion to Approve |
| 6 | **PROPOSED RULE – IDAPA 08.01.04** | Motion to Approve |
| 7 | **TEMPORARY/PROPOSED RULE - IDAPA 08.01.14** | Motion to Approve |
| 8 | **TEMPORARY/PROPOSED RULE - IDAPA 08.01.09** | Motion to Approve |
| 9 | **TEMPORARY RULE - IDAPA 08.01.11** | Motion to Approve |
| 10 | **BOISE STATE UNIVERSITY – ALCOHOL SERVICE PERMIT – STUECKLE SKY CENTER** | Motion to Approve |
| 11 | **BOISE STATE UNIVERSITY – ALCOHOL SERVICE PERMIT – CAVEN WILLIAMS CENTER** | Motion to Approve |

| | | |
|---|---|---|
| 12 | **IDAHO STATE UNIVERSITY – ALCOHOL SERVICE PERMIT – SPORTS MEDICAL CENTER** | Motion to Approve |
| 13 | **UNIVERSITY OF IDAHO – ALCOHOL SERVICE PERMIT** | Motion to Approve |
| 14 | **UNIVERSITY OF IDAHO – ALCOHOL SERVICE PERMIT – CLUB SEATING** | Motion to Approve |
| 15 | **PRESIDENT APPROVED ALCOHOL PERMITS** | Information Item |
| 16 | **BOARD POLICY – SECOND READING. I.M.** | Motion to Approve |

## SUBJECT

College of Southern Idaho (CSI) Bi-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 College of Southern 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 Beck will provide a 15-minute overview of CSI's progress in carrying out the College's strategic plan.

## IMPACT

The College of Southern Idaho's strategic plan drives the College's integrated planning; programming, budgeting, and assessment cycle and is the basis for the institution's annual budget requests and performance measure reports to the State Board of Education, the Division of Financial Management and the Legislative Services Office.

## BOARD ACTION

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

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**SUBJECT**

Presidents' Council Report

**BACKGROUND/ DISCUSSION**

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

The Idaho Higher Education Presidents' Council last met on May 3 using video conference technology.

- Mike Rush and Selena Grace reviewed the New GearUp grant requirements regarding matching funds and asked the institutions to review their ability to provide match.

- Selena Grace lead a discussion about Mission statements for institutions as they relate to accreditation requirements and the Boards need to have time to review any significant changes in the mission statements. There ensued a discussion about the relationship between the accreditation and strategic planning processes

- The community colleges asked for and received support from the colleges and universities for providing scholarships to the Phi Theta Kappa graduates of the community colleges. This is an effort to keep these top community college students in the state of Idaho.

- The institutions were reminded of the need to submit legislative ideas to the Board Office for consideration at the June Board Meeting.

The next meeting was tentatively scheduled for June 7 by video.

**BOARD ACTION**

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

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**SUBJECT**

Idaho Division of Vocational Rehabilitation (IDVR)

**BACKGROUND/DISCUSSION**

Trudy Anderson was appointed as the Interim Administrator of IDVR in March of this year. During her appointment the Division has undergone some significant changes. Dr. Anderson will be providing an update to the Board on the progress of those changes as well as other issues associated with the transition.

**BOARD ACTION**

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

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**SUBJECT**

Chief Executive Officers Compensation

**REFERENCE**

| | |
|---|---|
| June 2009 | Board approved annual compensation for its chief executive officers and directed staff to prepare employment agreements containing terms and conditions for further Board consideration. |
| August 2009 | Board approved chief executive officers Employment Agreements |
| June 2010 | Board approved annual compensation for its chief executive officers and directed staff to prepare employment agreements containing terms and conditions for further Board consideration |
| August 2010 | Board approved chief executive officer employment agreements |

**BACKGROUND/DISCUSSION**

The Board approved three year contracts for the four year institution presidents at the August 2010 Board meeting. In May of 2011 the Board completed performance evaluations for the chief executive officers of the University of Idaho, Boise State University, Idaho State University, Eastern Idaho Technical College and the Office of the State Board of Education. Following those evaluations the Board directed its staff to bring back proposed contract changes extending each of the contracts and appointment letters for one additional year. Presidential contracts/appointment letters run on the state fiscal calendar for payroll.

**BOARD ACTION**

A motion to approve the annual salary for Dr. Robert Kustra as President of Boise State University for the 2012 fiscal year in the amount of $336,410 (comprised of $299,410 in institutional funds, and $37,000, plus such additional amount required for benefits, in supplemental compensation to be provided by the BSU Foundation), and to amend the current employment agreement with Dr. Kustra extending the current contract for one (1) additional year, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the annual salary for Dr. Duane Nellis as President of University of Idaho for the 2012 fiscal year in the amount of $335,000 (comprised of $298,000 in institutional funds, and $37,000, plus such additional amount required for benefits in supplemental compensation to be provided by the UI

Foundation), and to amend the current employment agreement with Dr. Nellis extending the current contract for one (1) additional year, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the annual salary for Dr. Art Vailas as President of Idaho State University for the 2012 fiscal year, in the amount of $323,650 (comprised of $286,650 in institutional funds, and $37,000, plus such additional amount required for benefits in supplemental compensation to be provided by the ISU Foundation), and amend the current employment agreement with Dr. Vailas extending the current contract for one (1) additional year, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the annual salary for Mike Rush as Executive Director of the Idaho State Board of Education for the 2012 fiscal year, at an annual salary of $110,012, and to approve the employment agreement with Dr. Rush as presented for a one (1) year term and containing additional employment terms and conditions, to be brought back for future consideration by the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**SUBJECT**

Legislation for the 2012 Legislative Session

**REFERENCE**

| | |
|---|---|
| June 2010 | The Board approved legislative ideas to be submitted through the Governors Executive Agency Legislation process. |

**BACKGROUND/ DISCUSSION**

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

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

The following are descriptive summaries of the nine (9) pieces of legislation being proposed:

**Residency Classification – Military Personnel**

Section 33-3717B, Idaho code outlines the requirements for a public institution of higher education to recognize and individual as a resident for tuition purposes. Proposed changes recognize the Idaho residency status of Idaho residents

Individuals who join the armed forces of the United States and continue to maintain their Idaho residency (and their dependents) during their term of service would be considered residents for tuition paying purposes. Under the current residency statute, these Idahoans would not be eligible for in-state residency status for fee payment purposes. Their dependents are also not eligible to benefit from the parents Idaho resident status for fee payment purposes.

**Fiscal Impact**

The actual numbers of students who have been impacted are minimal and there would be little to no fiscal impact.

**Community College – Out of District Tuition**

Under current statute (Title 33, Chap 21) Idaho students who reside in an area outside of a community college district pay the same as in district students with the provision for their county of residence to make up the difference between in district and out of district tuition to the community college of attendance. The amount of county reimbursement is currently capped at no more than $500 each semester for a full time student. It is further capped by a lifetime liability of $3000. The statute proscribes the use of liquor funds for this purpose.

With the continuing decrease in state revenue to fund community colleges, there is additional pressure to maximize other revenue sources. Local property taxpayers should not be subsidizing students from out of their taxing district. In order to spread the burden of increased revenue generation, the out of county tuition reimbursement rates should be raised from the current $500 a semester/$3000 lifetime cap.

The community colleges propose a change to statute to provide a more appropriate level of reimbursement.

**Fiscal Impact**
The maximum liability of the county of residence would increase to the new limits.

**Rural Physician Incentive Fund**
Changes to section 33-3724, Idaho code would move the administration of the fund and the appointment of the oversight committee to the Department of Health and Welfare.

**Fiscal Impact**
There would be no new fiscal impact.

**Interstate Compact**
Section 33-4104, Idaho code is the Interstate Compact on qualification of educational personnel and addresses the agreement to recognize the professional preparation and experience of educational personnel among the participating states. A review of the compact is done every five years. The review was done this past year by representatives from the participating states at a recent meeting of the National Association of State Directors of Teacher Education and Certification (NASDTEC) and new language was developed for the compact. The current statute incorporates that actual language of the compact and will need to be updated to reflect the changes implemented by NASDTEC.

**Fiscal Impact**
There will be no additional fiscal impact.

**Health Education – Professional Studies Account**
Amend Idaho Code §33-3721 to remove reference to state appropriations for the health education programs being deposited to the "Professional Studies Account." This account was created by an act of the Legislature in 1983, but the account was never formally set up in the State's accounting system, so no state appropriations have been run through the account. Auditors have recommended that either Code be followed or be aligned with current practice. Staff cannot identify any value added by using the account for appropriated funds.

**Fiscal Impact**
There is no fiscal impact to any fund. This amendment would simply codify current practice.

**State Junior College Account**
Amend Idaho Code §33-2139, 2141 to clarify that only liquor funds are deposited to the state junior college account, and that these funds are to be distributed by the liquor division directly to the community colleges on a quarterly basis.

**Fiscal Impact**
There is no fiscal impact to any fund.

**CHARTER SCHOOL GROWTH CAP**
This legislation would amend I.C. 33-5203(2)(a) to remove the growth cap of six new public charter schools per year and one new public charter school per district per year. I.C. 33-5203(2)(e) would also be amended to remove reference to the growth cap.

**Fiscal Impact**
There is no impact to the general fund. Historical charter school growth rates, together with the extensive nature of the charter petitioning process, indicate that removal of the cap will not result in an increased rate of growth in the number of public charter schools. Removal of the cap will, however, place Idaho and Idaho charter schools in a more favorable position for obtaining federal and private grants.

**CHARTER SCHOOL FUNDING**
This legislation would amend I.C. 33-5208(1) to add a provision that if enrollment growth estimated by a public charter school does not actually occur for three consecutive years, advance funding will no longer be made available to that public charter school. The intent of this legislation is to close a loophole permitting charter schools to inaccurately predict unlikely expansion in order to obtain advance funding to bolster cash flow over the summer, essentially using the current fiscal year's funding for the last fiscal year's expenses.

**Fiscal Impact**
There is no impact on the general fund. The amount of funding sent to a public charter school is based on average daily attendance; this legislation will affect the timing, but not the amount, of funds allocated to affected schools.

**CHARTER SCHOOL STATUTE CLEAN-UP**
This legislation will make a number of minor amendments I.C. 33-52 to achieve the following:

a. Establishment of more practical timelines for public hearings;
b. Clarification that the full record will be considered by a hearing officer in the event of an appeal regarding denial of a charter petition;
c. Clarification of the State Department of Education's role in providing technical assistance to petitioners and public charter schools.

d. More logical flow of information within the chapter;
e. Removal of redundant and outdated language; and
f. Corrections to grammar and verbiage for improved clarity and consistency.

**Fiscal Impact**
There is no impact on the general fund.

## IMPACT

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

## STAFF COMMENTS AND RECOMMENDATIONS

Actual legislative language and amendments will be brought back to the Board by the October Board meeting for final approval.

A legislative Idea similar to the Community College Out-of-District Tuition Idea submitted this year was submitted by the community colleges last year. The Idea was approved by the Board, but latter pulled at the request of the colleges. The proposed changes last year raised the semester limit to one thousand dollars ($1,000) and the per student lifetime maximum liability to six thousand dollars ($6,000).

The Rural Physician Incentive Fund Idea would move the management of the program from the Office of the State Board of Education to the Department of Health and Welfare's Office of Rural Health. The Department of Health and Welfare are in favor of the move.

## BOARD ACTION

I move to approve the nine (9) legislative ideas as submitted and to authorize the Executive Director to submit these and additional proposals through the Governor's legislative process. Additional Legislative Ideas to be approved by the Board's Executive Committee prior to submittal.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**SUBJECT**

Proposed Rule, IDAPA 08-0104 Rules Governing Residency Classification

**APPLICABLE STATUTES, RULE OR POLICY**

Section 33-3717B, Idaho Code

**BACKGROUND / DISCUSSION**

Current rule delegates the responsibility for determination of residency for professional health education programs to specific institutions. While some institutions provide some level of instruction for some of these professional health education programs, others do not.

Staff has identified programs for which one institution could provide evaluation and determination of residency for applicants of multiple programs. This could make the application process more user friendly for the student and increase efficiencies in the determination of residency for these programs.

**IMPACT**

The approval of this proposed rule will allow the rule to move forward to the legislature for review.

**ATTACHMENTS**

Attachment 1 – Pending Rules Governing Residency Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Proposed rules have a 21 day comment period prior to becoming Pending rules. Based on received comments and Board direction, changes may be made to Proposed rules prior to entering the Pending stage. All Pending rules will be brought back to the board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Rules Bulletin as a Pending Rule. Pending rules become effective at the end of the legislative session in which they are submitted.

Staff recommends approval of the Proposed rule IDAPA 08.01.04 Rules Governing Residency Classification.

**BOARD ACTION**

I move to approve to the Proposed rule IDAPA 08.01.04 Rules Governing Residency Classification as submitted.

Moved by_____ Seconded by_____ Carried Yes____ No____

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**105. RESIDENCY REQUIREMENTS FOR SPECIAL GRADUATE OR PROFESSIONAL PROGRAMS.** As provided in Section 33-3717B, Idaho Code, a residency requirement of at least one (1) calendar year is in effect for certain special graduate and professional programs. Those programs include, but are not limited to, the WAMI Regional Medical Program, the WICHE Professional Student Exchange Program, the Idaho Dental Education Program, the Creighton Dental Education Program, the WOI Regional Veterinary Program, and the University of Utah Medical Program. For purposes of this section, the requirement of "at least one (1) calendar year" means a period of twelve (12) consecutive months of continuous residency consistent with the requirements of Section 33- 3717B, Idaho Code, immediately prior to the date of application. (5-8-09)

~~**01. Delegation of Certification Administration**. The following office or institutions are delegated the responsibility for the evaluation of applicants and determination of residency for the special graduate and professional programs for purposes of certification. (7-1-93)~~( )

~~**a.** The University of Idaho -- WAMI Regional Medical Program, WOI Regional Veterinary Program. (7-1-93)~~( )

~~**b.** Idaho State University -- Idaho Dental Education Program and the University of Utah Medical Program. (6-30-95)~~( )

~~**c.** Office of the State Board of Education -- WICHE Professional Student Exchange Program. (6-30-95)~~( )

**02. Appeal to the State Board of Education**. Applicants for the special graduate and professional programs, upon institutional denial of residency status, may petition the Board for a hearing on the denial. The decision to grant such a hearing is discretionary with the Board and will be granted for errors in determination of residency pursuant to Section 33-3717B, Idaho Code. (5-8-09)

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## SUBJECT

Temporary and Proposed Rule - IDAPA 08.01.14 – Idaho Rural Physician Incentive Program

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 08.01.14
Sections 33-333723 through 33-3725, Idaho Code

## BACKGROUND/DISCUSSION

The Idaho Rural Physician Incentive Program was approved by the 2003 Idaho Legislature to encourage primary care physicians to practice in medically underserved areas of Idaho. Sections 33-3723–33-3725, Idaho Code establishes the authority of the Board, through an oversight committee, to administer the program and assess/collect the rural physician incentive fee.

In April 2010, the oversight committee selected four physicians to receive an award under this program. Current administrative code stipulates that qualified medical education debt repayments will be paid directly to the financial organization holding the debt. While processing the first payment to the financial organizations for these physicians, Board staff encountered unforeseen barriers in obtaining the necessary information and paperwork from the financial organizations in order to process the payment through the Statewide Accounting and Reporting System.

By modifying IDAPA 08.01.14 subsection 017.03 (Repayment of Qualified Medical Education Debt) and altering the payment structure so that the loan repayments are processed to an award recipient physician instead of the financial institution, Board staff will be able to process the payment immediately for the two physicians who have not received their award. Amendments will include requiring award recipient physicians to sign an affidavit provided by the Board office affirming the payment will be made to the financial institution.

Additional amendments to IDAPA 08.01.14 clarifies an eligible area in subsection 010 as a medically underserved area of Idaho designated by the U.S. Secretary of Health and Human Services and further defines it as a health professional shortage area in the category of primary care or mental health.

## IMPACT

The proposed amendments will allow staff administer the program more efficiently for future recipients and process the two loan repayments from the current round of awards that had not yet been processed.

## ATTACHMENTS

Attachment 1 – Proposed Rule IDAPA 08.01.14 Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Proposed rules have a 21 day comment period prior to becoming Pending rules. Based on received comments and Board direction, changes may be made to Proposed rules prior to entering the Pending stage. All Pending rules will be brought back to the board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Rules Bulletin as a Pending Rule. Pending rules become effective at the end of the legislative session in which they are submitted.

Staff recommends approval of the Proposed rule IDAPA 08.01.14 Rules Governing Residency Classification.

**BOARD ACTION**

I move to approve the Temporary and Proposed Rule changes to IDAPA 08.01.14 as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**IDAPA 08**
**TITLE 01**
**CHAPTER 14**

## 08.01.14 - IDAHO RURAL PHYSICIAN INCENTIVE PROGRAM

**000. LEGAL AUTHORITY.**
These rules are promulgated pursuant to the authority of the State Board of Education (the Board) under Section 33-105, and Sections 33-3723 through 33-3725, Idaho Code. (3-29-10)

**001. TITLE AND SCOPE.**

**01. Title**. These rules shall be known as IDAPA 08.01.14, "Idaho Rural Physician Incentive Program." (3-29-10)

**02. Scope**. These rules constitute the requirements for the Idaho Rural Physician Incentive Program. (3-29-10)

**002. WRITTEN INTERPRETATIONS.**
In accordance with Section 67-5201(19)(b)(iv), Idaho Code any written interpretation of the rules of this chapter are available at the Board office. (3-29-10)

**003. ADMINISTRATIVE APPEAL.**
Unless otherwise provided for in the rules of the Board or in the State Board of Education Governing Policies and Procedures, all administrative appeals allowed by law shall be conducted as provided herein. (3-29-10)

**004. INCORPORATION BY REFERENCE.**
There are no documents to incorporate by reference pursuant to, and in accordance with, Section 67-5229, Idaho Code. (3-29-10)

**005. OFFICE -- OFFICE HOURS -- MAILING ADDRESS AND STREET ADDRESS.**
The principal place of business of the Board is in Boise, Idaho. (3-29-10)

**01. Mailing Address**. The mailing address is PO Box 83720, Boise, ID 83720-0037. (3-29-10)

**02. Street Address**. The Board's street address is 650 West State Street, Room 307, Boise, Idaho 83702. (3-29-10)

**03. Office Hours**. The office hours are from 8 a.m. to 5 p.m., except Saturday, Sunday and legal holidays. (3-29-10)

**006. PUBLIC RECORDS ACT COMPLIANCE.**
This rule has been promulgated in accordance with the Administrative Procedure Act, Title 67, Chapter 52, Idaho Code, and is a public record. (3-29-10)

**007. COMMUNICATION WITH STATE OFFICIALS.**
All inquiries concerning the Rural Physician Incentive Program will be directed to the Office of the Board. (3-29-10)

**008. -- 009. (RESERVED).**

**010. DEFINITIONS.**
These definitions are applicable to this chapter only. (3-29-10)

**01. Community Sponsoring Organization.** A hospital, medical clinic or other medical organization which is located in an eligible area and that employs physicians for purposes of providing primary care medical services to patients. (3-29-10)

**02. Eligible Area**. A medically underserved area of Idaho, further defined to mean an area designated by the U.S. Secretary of Health and Human Services as a ~~health professions shortage area~~ Health Professional Shortage Area in the category of Primary Care or Mental Health. ~~(3-29-10)~~(  )

**03. Oversight Committee**. The committee constituted pursuant to Section 33-3724, Idaho Code, composed of knowledgeable individuals or organizations to assist in the administration of the rural physician incentive program. (3-29-10)

**04. Primary Care Medicine**. Family medicine, general internal medicine, and general pediatrics, but if there is a demonstrated high level of need in an eligible area, as determined by the oversight committee, may also include obstetrics and gynecology, general psychiatry, general surgery, and emergency medicine. (3-29-10)

**05. Qualified Medical Education Debt**. Debt with a financial aid program or financial institution incurred to meet the educational costs of attending a medical school. (3-29-10)

**06. Rural Physician**. A licensed Idaho physician, MD or DO, who spends a minimum of twenty-eight (28) hours per week, on average, providing primary care medicine services to patients in an eligible area. (3-29-10)

**07. Rural Physician Incentive Fee**. The fee assessed by the State to students preparing to be physicians in the fields of medicine or osteopathic medicine who are supported by the state pursuant to an interstate compact for professional education in those fields, as those fields are defined by the compact. (3-29-10)

**08. Rural Physician Incentive Fund**. The special revenue account in the state treasury created pursuant to Section 33-3724, Idaho Code, relating to the Rural Physician Incentive Program. (3-29-10)

**011. OBJECTIVES OF THE RURAL PHYSICIAN INCENTIVE PROGRAM.**
This program is established as a tool to help recruit and retain rural physicians to serve in eligible areas. The granting of an award under this program requires the support of a community sponsoring organization in an eligible area that has experienced physician recruiting difficulties and that can demonstrate broad support for this program from the medical community and community leaders located in the eligible area. (3-29-10)

**012. ADMINISTRATION.**
The Board, through the advice and recommendations of the oversight committee, is the administrative agent for the Rural Physician Incentive Program. The Board designates its executive director, or his designee, as its administrative officer for this program and delegates to its executive director, or his designee, and to the Office of the State Board of Education, such administrative responsibilities as are necessary to carry out and administer the Rural Physician Incentive Program in accordance with this rule. (3-29-10)

**013. ASSESSMENT OF A RURAL PHYSICIAN INCENTIVE FEE.**

**01. Assessment**. Pursuant to Section 33-3723, Idaho Code, the rural physician incentive fee assessed to, and required to be paid by, all state-supported medical students who are preparing to be physicians in the fields of medicine or osteopathic medicine shall be equal to four percent (4%) of the average annual medical support fee paid by the State on behalf of each such student. (3-29-10)

**02. Annual Collection**. The rural physician incentive fee assessed by the Board shall be collected by the Office of the State Board of Education annually from each state-supported student during each year of undergraduate medical training and shall be deposited into the state treasury as required by Section 33-3723, Idaho Code. (3-29-10)

**03. Deposits**. Income and earnings from the rural physician incentive fund shall be returned to such fund. (3-29-10)

**014. ELIGIBILITY FOR A RURAL PHYSICIAN INCENTIVE PROGRAM AWARD.**

**01. Eligibility Requirements**. A physician who meets the following requirements is eligible to apply for a Rural Physician Incentive Program award: (3-29-10)

**a.** During the period covered by the award, the physician must be a rural physician providing primary care medicine in an eligible area. A physician may provide patient care services in primary care medicine in more than one (1) eligible area; (3-29-10)

**b.** The physician must be a Doctor of Medicine (M.D.) or Doctor of Osteopathic Medicine (D.O.) and have completed an Accreditation Council of Graduate Medical Education or American Osteopathic Association residency; (3-29-10)

**c.** The physician must be Idaho Medical Board certified/Board eligible, ~~hold~~be eligible for an unrestricted Idaho medical license, and be able to meet the medical staffing requirements of the sponsoring organization when applicable; and ~~(3-29-10)~~ (____)

**d.** The physician must be eligible to care for Medicare and Medicaid patients within the scope of the physician's primary care medicine practice. (3-29-10)

**02. Ineligibility**. Notwithstanding Subsection 014.01 of these rules, a physician shall not be entitled to receive an award under this program if the physician is receiving payments for purposes of repaying qualified medical education debt from another state or from a federal debt repayment program. (3-29-10)

**015. APPLICATION PROCESS.**

**01. Applications**. Applications for the Rural Physician Incentive Program must be on a form prescribed by the Office of the State Board of Education and must include a letter of support, along with supporting documentation establishing the criteria in Subsections 021.01 and 021.02 of these rules, from a sponsoring organization. Applications must be received by the Office of the State Board of Education not earlier than October 1st and not later than December 31st for consideration for the award period beginning July 1st of the next succeeding year. (3-29-10)

**02. Announcement of Award.** Announcement of program awards shall be made not later than April 30th each year, with awards to be effective beginning July 1st of that year. Applicants must respond by the date specified in any communication from officials of the Rural Physician Incentive Fund Program. Failure to respond within the time period specified will result in cancellation of the application and forfeiture of the award unless extenuating circumstances can be shown by the applicant. (3-29-10)

**016. SELECTION OF RURAL PHYSICIAN INCENTIVE FUND AWARD RECIPIENTS.**

**01. Selection of Recipients**. The selection of recipients of Rural Physician Incentive Program awards shall be based on ranking and priority of applicants in accordance with the following criteria: (3-29-10)

**a.** Priority selection for physicians who were Idaho-resident students and were assessed the rural physician incentive fee and paid into the fund, followed by physicians who were Idaho-residents prior to completing medical school out of the state and who did not contribute to the fund, followed by physicians from other states who were not Idaho-residents; (3-29-10)

**b.** Demonstrated physician shortage in the eligible area to be benefitted; (3-29-10)

**c.** Demonstrated physician recruiting difficulties in the eligible area to be benefitted; and (3-29-10)

**d.** Support of the medical community and community leaders in the eligible area. (3-29-10)

**02. Relevant Factors**. In reviewing and weighing these criteria, all relevant factors shall be considered. (3-29-10)

**03. Debt Payments Not Accepted**. If a physician selected for an award of debt payments does not accept the award in the manner provided in these rules, then the award shall be awarded to the next eligible applicant who has not received an award. (3-29-10)

**017. MONETARY VALUE OF THE AWARD.**

**01. Award Amounts**. A physician selected to receive a Rural Physician Incentive Program award shall be entitled to receive qualified medical education debt repayments for a period not to exceed five (5) years in such amount as is determined annually. The award shall not exceed the qualified medical education debt incurred by the recipient, and the maximum amount of educational debt repayments that a rural physician may receive shall be fifty thousand dollars ($50,000) over such five (5) year period. Payments shall be limited to a maximum of ten thousand dollars ($10,000) in a single year. (3-29-10)

**02. Establishing Award Amounts**. Award amounts shall be established annually based on recommendations of the oversight committee utilizing such factors as availability of funding, the number of new applicants, and the hours an award recipient will devote to providing primary care services in an eligible area. (3-29-10)

**03. Repayment of Qualified Medical Education Debt**. All qualified medical education debt repayments shall be paid directly to the ~~financial organization~~ award recipient physician who shall direct payment of an equal amount to the financial institution holding such debt. An award recipient physician shall sign an affidavit provided by the Office of the State Board of Education affirming that payment will be made to the financial institution. ~~(3-29-10)~~ ( )

**04. Incentive Fund**. Pursuant to Section 33-3725, Idaho Code, the total of all awards from the rural physician incentive fund contractually committed in a year shall not exceed the annual amount deposited in the rural physician incentive fund that same year. (3-29-10)

**05. Annual Adjustments.** An award payment to a recipient in a single year is not guaranteed or assured in subsequent years and may be increased or reduced. Annual award payments for new and existing award recipients will be announced no later than April 30th of each year. (3-29-10)

**018. ANNUAL CONTRACT.**

**01. Annual Contract**. An award recipient physician must enter into an annual contract to be eligible for qualified medical education debt repayments. (3-29-10)

**02. Verification of Eligibility**. Prior to entering into a contract covering a new award year, an award recipient must verify that he has met and will continue to meet the award eligibility requirements specified in this rule. Annual verification of continued eligibility must be on a form provided by OSBE and submitted to OSBE no later than December 31st each year. (3-29-10)

**03. Award Recipient Liability**. Pursuant to Section 33-3725, Idaho Code, the contract must provide that the award recipient is liable to the Board for the award payments made on his behalf should the recipient cease to practice in the eligible area during the contract period or fail to perform according to the terms of the contract. (3-29-10)

**019. FRAUDULENT INFORMATION.**
Providing false information on any application or document submitted under this chapter is grounds for declaring the applicant ineligible. Any and all funds determined to have been acquired on the basis of fraudulent information must be returned to the rural physician incentive fund. This Section shall not limit other remedies which may be available for the filing of false or fraudulent applications. (3-29-10)

**020. APPEAL PROCEDURE.**

**01. Filing an Appeal**. Any Idaho Rural Physician Incentive Program award applicant or recipient adversely affected by a decision made under provisions of these rules may appeal such adverse decision as follows: (3-29-10)

**a.** The Idaho Rural Physician Incentive Program applicant or recipient must appeal no later than thirty (30) days following notice of the decision. The written statement must include a statement of the reason the applicant or recipient believes the decision should be changed or overturned. (3-29-10)

**b.** The appeal must be submitted to the President of the Board. The Board must acknowledge receipt of the appeal within seven (7) days. The President of the Board may or may not agree to review the appeal, or may appoint a subcommittee of three (3) persons to review the appeal. (3-29-10)

**02. Transmittal to Subcommittee**. If the appeal is transmitted to the subcommittee, the subcommittee will review the appeal and submit a written recommendation to the President of the Board within fifteen (15) days from the time the subcommittee receives the appeal document. The applicant or recipient initiating the appeal will be notified by the chairperson of the subcommittee of the time and place when the subcommittee will consider the appeal and will be allowed to appear before the subcommittee to discuss the appeal. (3-29-10)

**03. Subcommittee Recommendations**. Following the subcommittee's decision, the President of the Board will present the subcommittee's recommendation to the full Board at the next regularly scheduled meeting of the Board. The applicant or recipient initiating the appeal may, at the discretion of the President of the Board, be permitted to make a presentation to the Board. (3-29-10)

**04. Board Decision**. The decision of the Board is final, binding, and ends all administrative remedies, unless otherwise specifically provided by the Board. The Board will inform the applicant or recipient in writing of the decision of the Board. (3-29-10)

**021. -- 999. (RESERVED).**

**SUBJECT**

Temporary and Proposed Rule - IDAPA 08.01.09 – GEAR UP Idaho Scholarship

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Administrative code, IDAPA 08.01.09

**BACKGROUND/DISCUSSION**

The state of Idaho received the GEAR UP Idaho grant in 2006. A major component of this grant is scholarships for those students who have participated in the program. The first cohort of students will become eligible to receive these scholarships. The rule is patterned after the Opportunity Scholarship rule that is already in place and has functioned successfully for a number of years.

The rule outlines the eligibility requirements and applications process. The minimum award is equivalent to the maximum Pell for the year awarded and cannot exceed the cost of attendance.

**IMPACT**

The proposed amendments will allow staff to efficiently administer the program.

**ATTACHMENTS**

Attachment 1 – Temporary/Proposed Rule
IDAPA 08.01.09 Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Proposed rules have a 21 day comment period prior to becoming Pending rules. Based on received comments and Board direction, changes may be made to Proposed rules prior to entering the Pending stage. All Pending rules will be brought back to the board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Rules Bulletin as a Pending Rule. Pending rules become effective at the end of the legislative session in which they are submitted.

Staff recommends approval of the Temporary/Proposed rule IDAPA 08.01.09 Rules GEAR UP Idaho Scholarship.

**BOARD ACTION**

I move to approve the Temporary and Proposed Rule IDAPA 08.01.09 as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**IDAPA 08**
**TITLE 01**
**CHAPTER 09**

## 08.01.09 – RULES GOVERNING THE GEAR UP IDAHO SCHOLARSHIP PROGRAM

**000. LEGAL AUTHORITY.** These rules are promulgated pursuant to the authority of the State Board of Education (Board) under Section 33-105, Idaho Code.

**001. TITLE AND SCOPE.**

**01. Title**. These rules shall be cited as IDAPA 08.01.09, "Rules Governing the GEAR UP Idaho Scholarship Program."

**02. Scope**. These rules constitute the requirements for the GEAR UP Idaho Scholarship Program.

**002. WRITTEN INTERPRETATIONS.** In accordance with Section 67-5201(19)(b)(iv), Idaho Code, written interpretations, if any, of the rules of this chapter are available at the Board.

**003. ADMINISTRATIVE APPEALS.** Unless otherwise provided for in the rules of the Board or in the Board Governing Policies and Procedures, all administrative appeals allowed by law shall be conducted as provided herein.

**004. INCORPORATION BY REFERENCE.** There are no documents that have been incorporated by reference into these rules.

**005. OFFICE -- OFFICE HOURS -- MAILING ADDRESS AND STREET ADDRESS.** The principal place of business of the State Board of Education is in Boise, Idaho.

**01. Mailing Address**. The mailing address is PO Box 83720, Boise, Idaho 83720-0037.

**02. Street Address**. The State Board of Education's street address is 650 West State Street, Room 307, Boise, Idaho 83702.

**03. Office Hours**. The office hours are from 8 a.m. to 5 p.m., except Saturday, Sunday and legal holidays.

**006. PUBLIC RECORDS ACT COMPLIANCE.** These rules are subject to the provisions of the Idaho Public Records Act, Title 9, Chapter 3, Idaho Code.

**007. -- 09. (RESERVED).**

**010. DEFINITIONS.**

**01. Dependable Strengths Report.** Shall mean a tool available on the Idaho Career Information System that assists students in assessing skills and abilities as they relate to career choices and options. Dependable Strengths is accessed via *My CIS Portfolio*.

**02. Educational costs**. Means student costs for tuition, fees, room and board, or expenses related to reasonable commuting, books and other expenses reasonably related to attendance a postsecondary educational institution. This costs is determined by the postsecondary institution the student attends.

**03. Eligible institution**. Shall mean:

**a.** A public postsecondary educational institution governed or supervised by the Board, or a board of trustees of a community college established pursuant to the provisions of Chapter 21, Title 33, Idaho Code; or

**b.** Any educational organization located in Idaho which is:

i. Operated privately;
ii. Classified as not-for-profit under the Idaho Code;
iii. Under the control of an independent board and not directly controlled or administered by a public or political subdivision; and
iv. Accredited by an organization recognized by the Board, as provided in section 33-2402, Idaho code.
v. Eligible for receipt of federal financial aid funding.

**04. Eligible student**. Shall mean a student who:

**a.** Is an Idaho resident and who has participated in the early intervention component (7th through 10th grade) of the GEAR UP Idaho program and who has or will graduate from an accredited high school or equivalent in Idaho as determined by the Board in 2012, 2013, or 2014;

**b.** Has enrolled or applied as a full-time student in an eligible institution for a minimum of twenty-four (24) credit hours in an academic year.

**05. Administration**. Shall be the Executive Director of the Idaho State Board of Education or his designee.

**011. -- 099. (RESERVED).**

**100. OBJECTIVES OF THE GEAR UP IDAHO SCHOLARSHIP PROGRAM.** The objectives of the GEAR UP Idaho scholarship program are:

**a.** To support the continuation of education at the postsecondary level by providing qualified students with a scholarship.

**b.** To recognize the successful completion of GEAR UP program activities by student participants.

**101. ELIGIBILITY**

**01. Eligible Student.** An applicant must be an eligible student and less than twenty-two (22) years of age at the time student first receives a scholarship award.

**02. Undergraduate Student**. An eligible student must be enrolled full-time in an undergraduate program at an eligible institution. A student enrolled in an undergraduate program is eligible for consideration for a scholarship award, even if some of the student's courses are at the graduate level.

**102. – 199. (RESERVED).**

**200. APPLICATION PROCESS**

**01. Initial Applications.**

**a.** An eligible student who has not yet graduated from an accredited high school or its equivalent in the state of Idaho must complete and submit the GEAR UP Idaho Scholarship Application to the Board electronically on or before the date specified in the application, but not later than January 15th. An applicant without electronic capabilities may receive assistance in completing the electronic application from your high school counselor or from State Board of Education scholarship staff. Gear Up Idaho Scholarship Administrator through the United States Postal Service, which must be postmarked not later than January 15th.

**b**. An applicant must complete and submit the Free Application for Federal Student Aid (FAFSA) on or before February 15th of the year student will graduate from secondary school or its equivalent.

**c.** An applicant must submit with his or her application a copy of the applicant's Dependable Strengths Report or in lieu of submitting the applicant's Dependable Strengths Report an applicant may submit a one-page essay on the topic "My Unique Dependable Strengths."

**02. Announcement of Award**. Announcement of the award of initial scholarships for the 2012 – 2013 academic years will be made no later than May 15, 2012, with awards to be effective at the beginning of that academic year. The announcement of award recipients in future academic years will be made no later than May 1.

**03. Communication with State Officials**. Applicants for initial scholarships must respond by the date specified to any communication from officials of the GEAR UP Idaho Program. Failure to respond within the time period specified will result in cancellation of the application or forfeiture of the scholarship unless extenuating circumstances are involved.

**201. – 299. (RESERVED).**

**300. SELECTION OF SCHOLARSHIP RECIPIENTS.** Applications will be reviewed and awards selected based on financial need, hours of participation in the GEAR UP program and academic preparation based on a combination of the ACT score and cumulative HS GPA. Priority will be given to applicants who are eligible to receive Pell grant funding, as determined by the Free Application for Federal Student Aid.

**01. Academic Eligibility**

**a.** Applicants for the GEAR UP Idaho scholarship are selected as recipients, in part, on the basis of their academic performance. The student applicant's high school grade point average (GPA) and ACT composite score are weighed equally to determine an applicant's academic rank.

**b.** The academic ranking constitutes twenty percent (20%) of the selection ranking.

**c.** Grade point average (GPA). An eligible student's unwieghted GPA will be used to determine the GPA value.

**d.** ACT Composite Score. Academic applicants must take the ACT exam. The highest composite score from any single test administration taken prior to the application deadline of January 15 will be considered. Applicants will be ranked against other applicants based upon the ACT composite score.

**02. Financial Eligibility**

**a.** Applicants for GEAR UP Idaho scholarship are selected as recipients, in part, on the basis of demonstrated financial need. The primary tool that will be used by the GEAR UP Scholarship Program officials to determine financial need will be the federal Free Application for Federal Student Aid (FAFSA), used by the United States Department of Education to determine eligibility for financial aid and a expected family's contribution (EFC) to a student's postsecondary education. The financial need of an applicant for a GEAR UP scholarship will be based up the validated expected family contribution, as identified by the FAFSA report.

**b.** The financial need factor, as determined by FAFSA, will constitute sixty percent (60%) of the weighting for the selection of recipients of GEAR UP scholarships.

**c. Participation Eligibility**

**i.** Applicants for GEAR UP Idaho scholarships are selected in part on the basis of their participation in GEAR UP activities.

**ii.** The participation factor will constitute twenty percent (20%) of the selection ranking.

**iii.** Participation is reported in hours. Participation is determined based upon the hours a GEAR UP applicant participated in available GEAR UP activities offered at their school. Applicants will be compared to other applicants from the same school.

**301. – 399. (RESERVED).**

**400. GEAR UP IDAHO SCHOLARSHIP AWARD**

**01. Distribution**. GEAR UP Idaho scholarships will be awarded at each GEAR UP school with distribution based on school population in relation to the over-all state GEAR UP population.

**02. Monetary Value of the Gear Up Idaho Scholarship**.

**a.** The monetary value of the GEAR UP Idaho scholarship award to a student is set at the maximum amount of the Federal Pell Grant as established by the Federal government for the given year.

**b.** The total amount of financial aid from all sources shall not exceed the student's total educational costs.

**03. Payment**. Payment of scholarship awards will be made in the name of the recipient and will be sent to a designated official at the eligible institution in which the recipient is enrolled. The official must transmit the payment to the recipient within a reasonable time following receipt of the payment.

**04. Duration**. Scholarships will be awarded on an annual basis and payments will correspond to academic terms, semesters, quarters, or equivalent units. In no instance will the entire amount of a scholarship be paid in advance to, or on behalf of, a scholarship recipient. The scholarship covers up to one (1) educational year or equivalent for attendance at an eligible institution. Request for part-time study must have prior authorization by the GEAR UP Idaho administrator, and if granted, scholarship awards will be reduced proportionally.

**05. Eligibility**. If a student receives a scholarship payment and it is later determined that the student did not meet all of the eligibility requirements, then the student is considered in overpayment status, and must return program funds in accordance with the eligible institution's refund policy.

**401. – 499. (RESERVED).**

**500. CONTINUING ELIGIBILITY** To remain eligible for renewal of a GEAR UP Idaho scholarship, the recipient must comply with all of the provisions of the GEAR UP Idaho Program and these rules, in addition to the following requirements:

**01. Renewal Application**. A scholarship recipient must complete and submit a renewal application in order to be considered for a continuing scholarship for each succeeding year. A completed application for the renewal of an GEAR UP Idaho scholarship must be submitted to the Board electronically by the date established on the application, but not later than January 30. An applicant without electronic capabilities may submit an application on the form established by the GEAR UP Idaho Program administrator through the United States Postal Service, which must be postmarked not later than January 30. In addition, a scholarship recipient must update and submit the FAFSA on or prior to February 15.

**02. Credit Hours**. To remain eligible for renewal of a scholarship award, the scholarship recipient must have completed a minimum of twenty-four (24) credit hours or its equivalent for the academic year in which the student received a scholarship award. A student must be enrolled in full-time study each term unless prior approval is granted to attend part-time. If a student does not receive a minimum of 12 credit hours in a term, they may not receive the second semester award without seeking approval from the scholarship administrator.

**03. Satisfactory Academic Progress**. To remain eligible for renewal of a scholarship, the scholarship recipient must have maintained a minimum grade point average of two point zero (2.0) on a scale of four point zero (4.0) during the time that the recipient received an award, and must be maintaining satisfactory academic progress, consistent within federal financial regulations as implemented at the eligible Idaho postsecondary educational institution at which the scholarship recipient was enrolled.

**04. Transfer Students**. Scholarship recipients who transfer to another eligible institution remain eligible for scholarship renewal.

**05. Maximum Scholarship Award**. The award of a GEAR UP Idaho scholarship shall not exceed the equivalent of eight (8) continuous semesters or the equivalent of four (4) continuous academic years.

**501. – 599. (RESERVED).**

## 600. MISCELLANEOUS PROVISIONS

**01. Interruption of Enrollment**. A scholarship recipient who requests to take leave from and interrupt enrollment at an eligible institution must submit a letter of intent to interrupt continuous enrollment to the GEAR UP Idaho administrator no later than sixty (60) days prior to the first day of the academic term of the discontinued attendance. Requests can only be made only after the completion of one (1) full academic year. Failure to do so may result in forfeiture of any continuing scholarship eligibility. The administrator will review each request for interruption and notify the individual of approval or denial of the request. In addition, the individual must file a statement with the administrator declaring his intent to re-enroll as a full-time undergraduate student at an eligible institution for the succeeding academic year no later than thirty (30) days prior to the first day of the academic term in which the individual intends to re-enroll. If a leave request is granted, the total time that the scholarship will be available to the student shall not exceed the four (4) academic years immediately following the student's graduation from secondary school or its equivalent.

**02. Reassignment of scholarships in case of discontinuance or termination.** If a scholarship recipient enrolled in an eligible institution permanently withdraws or is dismissed prior to completion of his or her four (4) academic year scholarship eligibility term, then the GEAR UP Idaho administrator may award the scholarship to another eligible GEAR UP applicant (an alternate recipient) in the same application year.. If there are no other alternates from that year, then the administrator may award the scholarship to another qualifying GEAR UP applicant. In the event that an award is made to an alternate recipient, then this new student shall assume the vacant scholarship of the Idaho GEAR UP student who has withdrawn or was dismissed. However, such student shall only receive the benefits of this scholarship for the remaining years of eligibility for the GEAR UP scholarship recipient who withdrew or was dismissed prior to completion of the scholarship eligibility term.

**b. Reassignment in case of leave of absence.** If a GEAR UP scholarship recipient enrolled in an eligible institution requests and is granted a leave of absence during his or her four (4) academic year scholarship eligibility term, then the GEAR UP Idaho administrator may award the scholarship to another eligible GEAR UP applicant (an alternate recipient) from the same application year for the duration of the leave period. If there are no other alternates from that year, then the administrator may award the scholarship to another qualifying GEAR UP applicant. In the event that an award is made to an alternate recipient, then this new student shall assume the vacant scholarship of the Idaho GEAR UP student who is on an approved leave. However, such student shall only receive the benefits of this scholarship for the term of the leave.

## 601. – 699. (RESERVED).

## 700. RESPONSIBILITIES OF ELIGIBLE IDAHO POSTSECONDARY EDUCATIONAL INSTITUTIONS.

**01. Statements of Continuing Eligibility**. An eligible institution participating in this GEAR UP Idaho Scholarship Program must submit statements of continuing student eligibility to the GEAR UP Idaho administrator by the 30th day of each academic term. Such statements must include verification that the scholarship recipient is still enrolled, attending full time, maintaining satisfactory academic progress, and has not exceeded the award eligibility terms.

**02. Other Requirements**. An eligible institution must:

**a.** Be eligible to participate in Federal Title IV financial aid programs, and must provide prompt notification regarding any changes in this status to the State Board of Education;

**b.** Provide data on student enrollment and federal, state, and private financial aid for students to the GEAR UP Idaho administrator, and

**c.** Agree to permit periodic GEAR UP Idaho Scholarship Program audits to verify compliance with these rules.

**701. ADMINISTRATION.**

The GEAR UP Idaho administrator is responsible for:

**a.** Releasing any public information regarding the GEAR UP Idaho Scholarship Program;

**b.** Determination of scholarship recipients;

**c.** Determination of procedures for payment of scholarships to recipients;

**d.** Maintaining fiscal controls and accounting procedures;

**e.** Authorizing release of all forms, affidavits, and certification necessary for the operation of the program.

**703. -- 799. (RESERVED).**

**801. APPEALS.** Any scholarship applicant or recipient adversely affected by a decision made under provisions of these rules may appeal such adverse decision as follows. The opportunity scholarship applicant or recipient must appeal no later than thirty (30) days following notice of the decision, and the written statement must include a statement of the reason the scholarship applicant or recipient believes the decision should be changed. The appeal must be submitted to the GEAR UP Idaho administrator, who must acknowledge receipt of the appeal within seven (7) days. The GEAR UP Idaho administrator shall forward the appeal to the he President of the Board. The Board may or may not agree to review the action, or may appoint a subcommittee

of three (3) persons, including at least one (1) financial aid administrator at an eligible postsecondary educational institution in Idaho.

**01. Transmittal to Subcommittee**. If the appeal is transmitted to the subcommittee, the subcommittee will review the appeal and submit a written recommendation to the President of the Board within fifteen (15) days from the time the subcommittee receives the appeal document. The opportunity scholarship applicant or recipient initiating the appeal will be notified by the chairperson of the subcommittee of the time and place when the subcommittee will consider the appeal and will be allowed to appear before the subcommittee to discuss the appeal.

**02. Subcommittee Recommendations**. Following the subcommittee's decision, the President of the Board will present the subcommittee's recommendation to the full Board at the next regularly scheduled meeting of the Board. The opportunity scholarship applicant or recipient initiating the appeal may, at the discretion of the President of the Board, be permitted to make a presentation to the Board.

**03. Board Decision**. The decision of the Board is final, binding, and ends all administrative remedies, unless otherwise specifically provided by the Board. The Board will inform the opportunity scholarship applicant or recipient in writing of the decision of the Board.

**802. -- 999.(RESERVED).**

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**SUBJECT**

Temporary Rule IDAPA 08.01.11 – Registration of Post-Secondary education Institutions and Proprietary Schools

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Administrative code, IDAPA 08.01.11
Section 33-2400, Idaho Code

**BACKGROUND/DISCUSSION**

The proposed changes to IDAPA 08.01.11 adds language referencing the new enforcement section in section 33-2400, Idaho code and adds a student complaint processes.

Changes to the Federal regulations regarding student federal aid require private postsecondary institutions to be authorized by each state they serve students in and that the authorizing state have a student complaint processes. If the state were to not have a complaint process then the institution could be in jeopardy or their students being eligible for federal student aid.

**IMPACT**

The proposed changes will the rule into alignment with recent state legislative and federal rules.

**ATTACHMENTS**

Attachment 1 – Proposed Rule IDAPA 08.01.11 Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Temporary rules become effective once approved by the Board unless an alternate effective date is included in the motion. Staff will bring back an additional change for this section of rule as Proposed rule to the August Board meeting. The additional changes did not meet the requirements of a Temporary rule requiring the dual process for approval.

Proposed rules have a 21 day comment period prior to becoming Pending rules. Based on received comments and Board direction, changes may be made to Proposed rules prior to entering the Pending stage. All Pending rules will be brought back to the board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Rules Bulletin as a Pending Rule. Pending rules become effective at the end of the legislative session in which they are submitted.

**BOARD ACTION**

I move to approve the Temporary Rule changes to IDAPA 08.01.11 as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**IDAPA 08.01.11**

**303. -- ~~9~~399. (RESERVED).** (06/23/2011)T

**400. ENFORCEMENT** (06/23/2011)T

The Board, acting by and through its Executive Director or his designee, may initiate on its own initiative any investigation relating to a violation of the state laws or rules relating to the requirement that an institution or school register with the Board pursuant to Idaho Code title 33, chapter 24. (06/23/2011)T

**401.--499. (RESERVED).** (06/23/2011)T

**500. COMPLAINTS** (06/23/2011)T

A complaint concerning an institution or school operating in the State of Idaho (maintaining an Idaho presence) that pertains to a matter described herein shall be reviewed and acted upon as appropriate in accordance with the specific procedures described below: (06/23/2011)T

**01. Violations of State Consumer Protection Laws.** A complaint alleging a violation of Idaho consumer protection laws shall be instituted, reviewed, and acted upon in accordance with IDAPA 04.02.01, Idaho Rules of Consumer Protection, Office of the Attorney General. (06/23/2011)T

**02. Violations of State Laws or Rules Related to the Registration of Postsecondary Educational Institutions and Proprietary Schools.** A complaint alleging violations of state laws or rules related to the requirement that an institution or school register with the Board shall be submitted in writing to the Board's Executive Director or his designee for investigation and appropriate enforcement action, including the remedies specified in Idaho Code §33-2408. (06/23/2011)T

**03. Complaints Related to Quality of Education, or Other Matters**(06/23/2011)T

a. A complaint relating to the quality of education provided by an institution or school or accreditation matters, or any other matter related to the operations or practices of an institution or school other than a state consumer protection matter, shall be submitted on a form provided by the Board to the Executive Director or his designee for review and appropriate action. (06/23/2011)T

b. If after initial review the Executive Director determines that the complaint relates to the quality of education or accreditation matters, the Executive Director may refer the matter to the accreditation organization of the institution or school at issue for review and recommendation. If a matter referred to an accreditation organization results in resolution of the complaint to the satisfaction of the complainant, then the matter shall be considered resolved and there shall be no further action on the matter. If the matter is not successfully resolved, then the Executive Director or his designee will review the recommendation of the accreditation organization and follow the procedures for investigations of complaints described in subsection c. of this section. (06/23/2011)T

c. If the complaint pertains to any other matter related to the operations or practices of an institution or school, other than a state consumer protection matter, then the Executive Director or his designee will review the complaint to determine whether such complaint falls within the regulatory authority of the Board. If it does not, then Board staff will notify the complainant in writing of such determination, and may offer referral of such matter to an appropriate agency or entity. If after initial review the Executive Director determines that the complaint falls within the regulatory authority of the Board, then Board staff will notify both the complainant and the respondent institution or school of the complaint resolution process to be utilized and applicable timelines. The review and investigation of a complaint shall occur as expeditiously as possible. The parties may be asked to respond in writing to the complaint, to submit to interviews, and to provide additional records, documents, statements, or other collateral information as necessary. Any request by the investigator for additional information related to such complaint must be provided promptly. The Board's investigator will review the materials submitted by all parties and at the conclusion of the investigation prepare a summary of the allegations, the investigator's findings, and a recommendation for disposition to the Executive Director. If the Executive Director determines that the facts indicate a probable violation of law or rule over which the Board has regulatory authority, then the Executive Director shall issue a written decision on the disposition of such complaint. Within thirty (30) days after a decision is issued a party aggrieved by such decision may file with the Executive Director a request for a hearing. The provisions of the Idaho Administrative Procedure Act, chapter 52, title 67, Idaho Code, shall apply to such hearing and to judicial review of such decision. (06/23/2011)T

d. If the Board office receives a complaint relating to an institution or school that is exempt from registration under Idaho law or these rules, and such institution or school has not elected to voluntarily register, then such institution or school shall be responsible for reimbursing the Board office for the actual costs incurred to process and act on such complaint. (06/23/2011)T

## BOISE STATE UNIVERSITY

### SUBJECT

Request for Alcohol Waiver – Stueckle Sky Center

### REFERENCE

| | |
|---|---|
| August 2004 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2004 football season. |
| March 2005 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2005 football season. |
| August 2006 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2006 football season. |
| August 2007 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season. |
| August 2008 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl. |
| June 2009 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2009 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl. |
| June 2010 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2010 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl. |

### APPLICABLE STATUTE, RULE OR POLICY

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

**BACKGROUND/DISCUSSION**

Boise State University requests Board approval to provide alcohol service in the Stueckle Sky Center for the 2011 football season and the uDrove Humanitarian Bowl.

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

Board policy states that Idaho institutions may not allow service of alcohol on campus in conjunction with athletic events, except with Board approval. For the past six football seasons, the Board has approved alcohol service under limited circumstances.

Corporate tents/hospitality areas in the secured area north of the stadium have been successful in the past seven seasons. Boise State works with campus security, the Boise City Police and other officials to control and manage the use of alcohol. Even with sold out games and greater attendance, no serious issues or concerns have been reported. The security plan has been in place for the past seven seasons is updated each year and will remain in place for the coming season. Last year was the third year of operation for the Stueckle Sky Center and, as with the first two years of operation, the Board approved service of alcohol during home football games and the Humanitarian Bowl. As with the prior years, no serious issues or concerns were reported.

Boise State University seeks permission to allow alcohol sales to patrons leasing seats in the Stueckle Sky Club on the west side of the stadium for each home Bronco football game and for the Humanitarian Bowl. In this secure area, Boise State will allow patrons to purchase food and beverages (non alcoholic and alcoholic). Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct these policies under the following conditions, similar to those set by the Board over the last seven years, and consistent with the 2011 amendments to Board policy, for other game day secured areas.

1. The Sky Center is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
2. There is no access from the general seating area into the Sky Center. Further, only patrons who hold tickets to seats in the Sky Center will be allowed into the Sky Center during games.
3. The sale of alcohol will begin no sooner than three hours prior to kick off and will end at start of the 4$^{th}$ quarter.

4. Two entry points at the North and South Elevator Towers will be manned by security personnel.
5. Security personnel will be located throughout the Sky Center area on each of the four floors monitoring all alcohol policies and patron behavior.
6. Security personnel will not allow patrons to exit or enter the area with any food or beverages.
7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
8. A list of the measures that Boise State intends to take to assure underage drinking does not take place in the Sky Center and defining how the Sky Center is monitored and secured to that end is attached as Attachment 1. This security plan was provided to the Board at the Board's request last year in respect of the 2010 season.

**IMPACT**

If the Board does not approve the alcohol waiver request, Boise State will not be able to sell alcohol at home football games during the 2011 season.

**ATTACHMENT**

Attachment 1 – Boise State Security Plan Page 5
Attachment 2 – Aramark alcohol service policies Page 8

**STAFF COMMENTS AND RECOMMENDATIONS**

This request also constitutes Boise State University's requirement to report annually on the previous year's activities.

**BOARD ACTION**

I move to approve the request by Boise State University to allow alcohol service during the 2011 football season and uDrove Humanitarian Bowl in the Stueckle Sky Center under the conditions outlined in Board policy I.J. subsection 2.c.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**Boise State University**
**2011 Football Season – Bronco Stadium**
**Security Plan**
**Stueckle Sky Center -- Caven Williams Sports Complex**

The following report addresses security for alcohol service at Boise State Football games in the Caven Williams Sports Complex and Stueckle Sky Center. Security plans for each facility are as follows and will be conducted at each home game for the 2011 season. The plan outlines measures taken to ensure that no underage drinking occurs.

## Stueckle Sky Center

This is an outline of staffing and security in the building on game day.

### Staffing Plan

The following staffing will be implemented. The staff will be instructed that controlling the prevention of underage drinking of alcohol and/or overindulgence of alcohol is high priority.

- Crowd Management Supervisor — Oversee all patron services staff for the SSC
- Assistant Crowd Management Supervisor -- Assists Crowd Management Supervisor in supervision of patron services staff in the SSC

**North Elevator Lobby**

- Crowd Manager throughout the game. Stationed at entry point. Will check tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out that will move to the Loge level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

**South Elevator Lobby**

- Crowd Manager throughout the game. Stationed at entry point, checks tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out that will move to the Club level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

**Level 3-- Loge Level**

- Crowd Manager at the N. stairs stadium to loge level – Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- N Elevator lobby Crowd Manager - Monitors Patrons who enter the Loge Level bar, assists in monitoring alcohol sales at the bar.
- Club Room Bar Crowd Manager -- Monitors the alcohol sales at the bar. Patron Services Duties
- South stairs stadium to loge level Crowd Manager. Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- Crowd Manager to rove throughout the loge level – Patron services duties, monitors alcohol sales in bar and seating area.

**Level 4- Club Level**

- Club Room Crowd Manager - Monitors the alcohol sales at the bar. Patron Services Duties
- South Stairwell Crowd Manager - Monitors movement of SSC patrons between the Suite and club level.

- Hallway Crowd Manager - Rove throughout the hall way. Patron services duties, monitors alcohol sales at kiosk.
- Club Lounge Crowd Manager - Monitors alcohol sales in bar area and patron services duties
- North Stairwell Crowd Manager -- Monitors movement of SSC patrons between the Suite and club level.
- Club Area Crowd Manager - Monitors back row of club seating area to ensure the isle remains clear. Patron services duties.
- West Stairs Crowd Manager between 4th and 5th floor-- Monitors movement of SSC patrons between the Suite and club level.
- Crowd Manager to rove between lounge and hallway—Patron services duties and assists in monitoring alcohol sales at bar and kiosk.

**Level 5—Suite Level**

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.
- North End of Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.

**Policies**

- SSC is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
- There is no access from the general seating area into SSC. Only patrons who hold tickets to seats in the SSC will be allowed into the Sky Center during games.
- The sale of alcohol will begin no sooner than three hours prior to kick off and will end at the start of the 4th quarter.
- Security personnel will not allow patrons to exit or enter the area with any food or beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
- The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of $2,000,000, and to make sure the proper permits and licenses are obtained.
- No alcohol making or distributing companies may be allowed to sponsor the activities.
- Each suite in the SSC shall have a sign displayed prominently with the following statement:

**Laminated info sheet included in all suites placed on refrigerator.**

Boise State University has received permission from the State Board of Education to serve alcohol in the Stueckle Sky Center. To continue to provide this service, we will need your help and cooperation.

- Please drink responsibly.
- The University will enforce a **zero tolerance policy** on **alcohol abuse** and **underage drinking** that could result in removal from the Sky Center and revocation of game tickets.
- Underage drinking is against the law and is not allowed anywhere in the Stueckle Sky Center.

- Please keep all items away from open windows. Items dropped or thrown from the suites could seriously injure fans seated below.
- Ticket must be displayed on a lanyard at all times. If you do not have a lanyard, let an usher know so one can be provided.
- Service of alcoholic beverages will cease at the completion of the third quarter.
- Alcoholic beverages are not allowed in the elevators.
- Patrons are not allowed to enter or exit the Stueckle Sky Center with any food or beverage.

**"It is a privilege for us to serve alcohol in the Stueckle Sky Center"**
**Have a great Game Day, GO BRONCOS!**

**Level 6—Press Level**

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South End Hallway Crowd Manager - Patron services duties and rove hall to monitor patron in the suites.
- North End Hallway Crowd Manager - Patron services duties. Rove hall to monitor patron in the suites.

**Aramark Food Services Information** – Attached are the pertinent Aramark policies governing the serving of alcohol

ARAMARK
Sports and Entertainment

Alcohol Service Policy

## THE POLICY
### PART A – KEY PRINCIPLES

This Policy is based upon certain key principles that are intended to provide guidance for ARAMARK managers. These principles apply in each facility at which alcoholic beverages are sold or served. A General Manager may adopt more rigorous procedures, with the approval of his or her Regional Vice President and the Legal Department.

1. *Compliance with Laws; Promoting Responsible Consumption*. It is the policy of ARAMARK to serve alcoholic beverages in a professional manner which conforms to the requirements of the law and which is intended to promote responsible consumption.

2. *Valid Alcoholic Beverage License Required*. Alcoholic beverages may be sold or served only as authorized by a current and valid alcoholic beverage license.

3. *No Service to Minors; Identification Required for Persons Appearing Under the Age of 30.* No alcoholic beverages may be sold or served to any person under the age of twenty-one (21), the legal age for consumption in all of the United States. For each purchase transaction, any customer who appears to be age thirty (30) or under must be required to show valid, government-issued photographic identification, which proves that they are not under the legal age for consumption.

4. *No Service to a Visibly Intoxicated Person*. No alcoholic beverages may be sold or served to any person who is visibly intoxicated.

5. *Each Server Must Have a Current, Active and Valid Training Certification*. No one may sell or serve alcoholic beverages unless they hold a current, active and valid certification in an approved alcoholic beverage service training program from (a) TEAM (Techniques for Effective Alcohol Management) training sponsored by the TEAM Coalition ("*TEAM*"), (b) TIPS (Training for Intervention Procedures) program sponsored by Health Communications, Inc. ("*TIPS*") or (c) for states with mandatory programs (e.g., Texas Alcoholic Beverage Commission), the state mandated program. If a state requires a supplemental training certification, each server must also possess that certification. The requirements under this paragraph are collectively referred to in this Policy as an "*Approved Training Certification*".

6. *Per Transaction Serving Limit*. No more than two (2) alcoholic beverages may be sold or served to any customer per transaction.

7. *Portion Limits*. Beer may not be served in single portions of more than 24 ounces (roving vendors may not serve single portions of more than 16 ounces). Other alcoholic beverages are subject to proportionate serving limits, based on their alcohol content.

8. ***Hours of Service and Sales Cut-Off Times***. The sale or service of alcoholic beverages during hours not authorized by local law is prohibited. This Policy also establishes specific cut-off times for the service of alcoholic beverages (a) by roving vendors and at the general concessions locations, which vary depending on the type of event, and (b) in restaurants, bars and other destination areas, which shall be at a reasonable time as determined in consultation with the client.

9. ***Consumption by Employees***. This Policy sets forth limitations on consumption of alcoholic beverages by employees at any facility served by ARAMARK.

10. ***Signage***. Signage will be displayed at all points of sale notifying customers of key components of this Policy.

11. ***Disciplinary Action for Violations***. Employees violating this Policy will be subject to disciplinary action up to and including termination.

More stringent requirements may be implemented at the local level as circumstances warrant. In no event may these requirements be made less rigorous or less stringent. Records of the execution and management of this Policy will be retained as required by this Policy.

## 5. ALL SERVERS MUST HAVE AN APPROVED TRAINING CERTIFICATION

*Overview:* All service personnel who are selling or serving alcoholic beverages and all management personnel supervising those servers must receive training in a recognized and approved alcohol service training program. No one will be allowed to sell or serve alcohol who does not have a current, active and valid Approved Training Certification. Training may be conducted by an ARAMARK employee who has the appropriate current, active and valid certification to conduct such training.

*Who Must be Trained:* Each person serving alcoholic beverages to customers must possess a current, active and valid Approved Training Certification. The supervisors of these servers must also have a current, active and valid Approved Training Certification. Specifically, each of the following persons should obtain and maintain a current, active and valid Approved Training Certification:

- Operational Managers
- Human Resource Managers (if any)
- Alcohol Compliance Supervisors
- Stand Supervisors for stands selling alcohol
- Bartenders
- Suite Attendants
- Restaurant/Bar/Club Waitstaff
- Banquet Servers and Banquet Captains
- All personnel at beer portables
- All personnel at mixed portables (beer and food)
- At "belly-up" stands serving alcohol, all cashiers, pourers and others who may be called upon to serve alcoholic beverages
- At "speed line" stands serving alcohol, all cashiers and others who may be called upon to serve alcoholic beverages
- In cafeteria-style food outlets selling alcohol, employees pouring and serving beer and all cashiers
- In retail outlets such as grocery or convenience stores, all cashiers
- All non-profit group personnel or temporary agency personnel filling any of these roles.

Documentation of such training must be maintained in the location's files relating to alcohol compliance.

*Temporary Employees:* Where temporary employment agency labor is used, the agency must be required to provide documentary evidence that each of its workers has a current, active and valid Approved Training Certification. Such documentation must be maintained with the location's other files relating to alcohol compliance.

*Non-Profit Groups:* Where a non-profit group fills any of the roles listed above, the non-profit organization must provide ARAMARK with copies of the current, active and valid Approved Training Certifications for each person working for the non-profit organization in any of the roles listed above. Such documentation must be maintained with the location's other files relating to alcohol compliance.

*Training Programs:*

*TEAM (Techniques for Effective Alcohol Management) Coalition ("TEAM")*
The TEAM Coalition is an alliance of professional and collegiate sports, entertainment facilities, concessionaires, broadcasters, governmental traffic safety experts and others working together to promote responsible drinking and positive fan behavior at sports and entertainment facilities.

TEAM provides an alcohol management training program for servers and for stadium operators. The training program offers a 2-year certification for servers of alcohol and a certification for other employees of the facility who do not serve alcohol but can serve as additional monitors and observers of guest behavior (ushers, security personnel, ticket takers, etc). For more information, contact Jill Pepper at TEAM (703-647-7431; jill@teamcoalition.org) or go to www.teamcoalition.org.

*TIPS (Training for Intervention Procedures)*
The TIPS program is provided by Health Communications, Inc. ("*HCI*") and offers a comprehensive training program for servers of alcohol. Concession workers are trained in a three-hour program, while wait-staff are certified in a six-hour program. Retail outlet workers who sell alcohol "to go" are certified in a one-hour program. The server certification is good for three (3) years while the trainer's certification must be renewed every year. For more information, contact Trevor Estelle at HCI (800-438-8477, ex. 357) or go to www.gettips.com.

*State Supplements*
If a state requires any supplemental training as a matter of law, any server of alcoholic beverages (and others as required by such state's law) must have a current and valid certification from the state authority or agency issuing any such certification. If there are any questions about such requirements, please contact the ARAMARK Legal Department.

*Other State Mandated Programs*
Other training programs mandated by local authorities (such as Texas Alcoholic Beverage Commission training) may be used, with approval of the ARAMARK Legal Department.

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## BOISE STATE UNIVERSITY

### SUBJECT

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

### REFERENCE

| | |
|---|---|
| March 2005 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2005 football season. |
| August 2006 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2006 football season. |
| August 2007 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season. |
| August 2008 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl. |
| June 2009 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2009 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl. |
| June 2010 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2009 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl. The Board requested that an additional security plan was provided showing measures were taken to ensure underage drinking did not occur. |

### APPLICABLE STATUTE, RULE, OR POLICY

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

### BACKGROUND/DISCUSSION

Board policy states that Idaho institutions may not allow service of alcohol on campus in conjunction with athletic events without prior Board approval. For the past seven football seasons, the Board has granted approval under limited

circumstances.

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

Boise State University seeks permission to set up a secure area inside the Caven Williams Sports Complex prior to each home Bronco football game for the purpose of allowing corporations. In the secure area, corporate sponsors and invited guests may purchase food and beverages (non-alcoholic and alcoholic) from the University's official food service provider.

The proposal is in two parts. For good weather, a secure area will be established on the east patio of the Cavern Williams Sports Complex at which alcohol would be served. This reflects what has been approved in prior seasons, most recently for the 2009 season, and as previously approved by the Board. For inclement weather, or as an alternative option, the secure alcohol area will be set up inside the Cavern Williams Sports Complex, fenced from the rest of the Corporate Hospitality area, separated by fencing. This reflects what was implemented for the 2010 season as approved by the Board in June 2010.

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2010 seasons. This proposal creates a secure, area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for corporate events. These types of functions are beneficial to the University and are sponsor and donor cultivation opportunities. Entry to the corporate hospitality area is by written invitation only.

As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy, including the 2011 amendments to Board policy I.J., regarding alcohol service. Also, the university will conduct the pre-game activities under the following conditions:

1. All who enter the Caven Williams Sports Complex must be an invited guest.
2. Event begins three hours prior to kick off and ends at the start of the game.
3. The Caven Williams Sports Complex will be secured to control access to and from the area.
4. There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for corporate hospitality invitations of all patrons entering the facility.
5. One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued to identity attendees over the age of 21.

6. There will be no more than two entry points into the area where beer and wine is sold manned by security personnel who will check wristbands.
7. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
8. No alcohol making or distributing companies may be allowed to sponsor the event.
9. Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
10. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.

**IMPACT**

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2010 seasons. This proposal creates a secure, area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for corporate events. These types of functions are beneficial to the University and are sponsor and donor cultivation opportunities. Entry to the corporate hospitality area is by written invitation only.

**ATTACHMENT**

Attachment 1 – Boise State University Security Plan Page 5
Attachment 2 – Caven Williams Layout - good weather Page 7
Attachment 3 – Caven Williams Layout – inclement weather Page 8

**STAFF COMMENTS AND RECOMMENDATIONS**

This request also constitutes Boise State University's requirement to report annually on the previous year's activities.

**BOARD ACTION**

I move to approve the request by Boise State University to allow alcohol service during the 2011 football season in the Caven Williams Sports Complex area under the conditions outlined in Board policy I.J. subsection 2.c.

Moved by _____ Seconded by _____ Carried Yes ____ No ___

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**Boise State University**
**2011 Football Season – Bronco Stadium**
**Security Plan**
**Caven Williams Sports Complex**

The following report addresses security for alcohol service at Boise State Football games in the Caven Williams Sports Complex. Security plans for the facility are as follows and will be conducted at each home game for the 2011 season. The plan outlines measures taken to ensure that no underage drinking occurs.

## Caven Williams Sports Complex

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2010 seasons. We will create a secure, indoor, area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for corporate events. As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct the pre-game activities under the following conditions:

### Caven Williams Game Day Staffing

- Two Crowd Managers at front entrance checking individual passes to all that enter. This is an invited guest only event and no one will enter facility without proper credentials
- Two Aramark employees (TIPS trained) will check ID's and issue color coded wrist band
- Crowd Manager checking for color coded wrist band stationed at entrance to over 21 area.
- Crowd Manager roaming entire area checking for color coded wrist band and patron behavior
- Two Bronco Sports properties employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary
- Three Bronco Sports Marketing employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary
- One BSU Operations employee roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary. Also responsible for checking entrances to secure building ensuring that no one is present without proper credentials.

### Policies for Facility

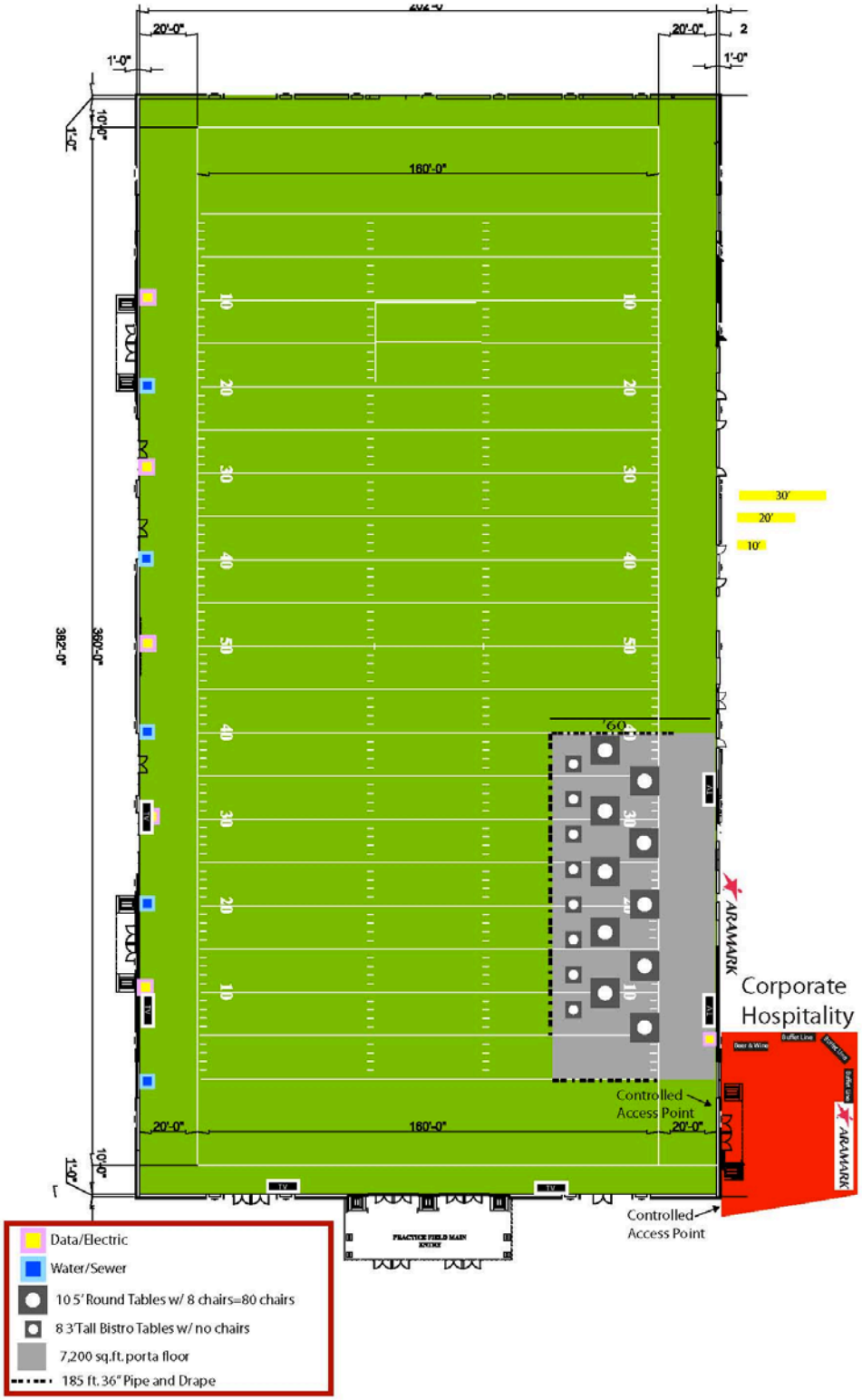
- All who enter the Caven Williams Sports Complex must be an invited guest.
- Event begins three hours prior to kick off and ends at the start of the game.
- The Caven Williams Sports Complex will be secured to control access to and from the area.
- There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for corporate hospitality invitations of all patrons entering the facility.
- One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued to identity attendees over the age of 21.
- Proper sized fencing separating over 21 area will to be approved by university so that no under-age patrons can enter area
- There will be one entry point into the area where beer and wine is sold manned by security personnel who will check wristbands.
- Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
- Security personnel will not allow patrons to exit or enter the secured area with any alcoholic

beverages.

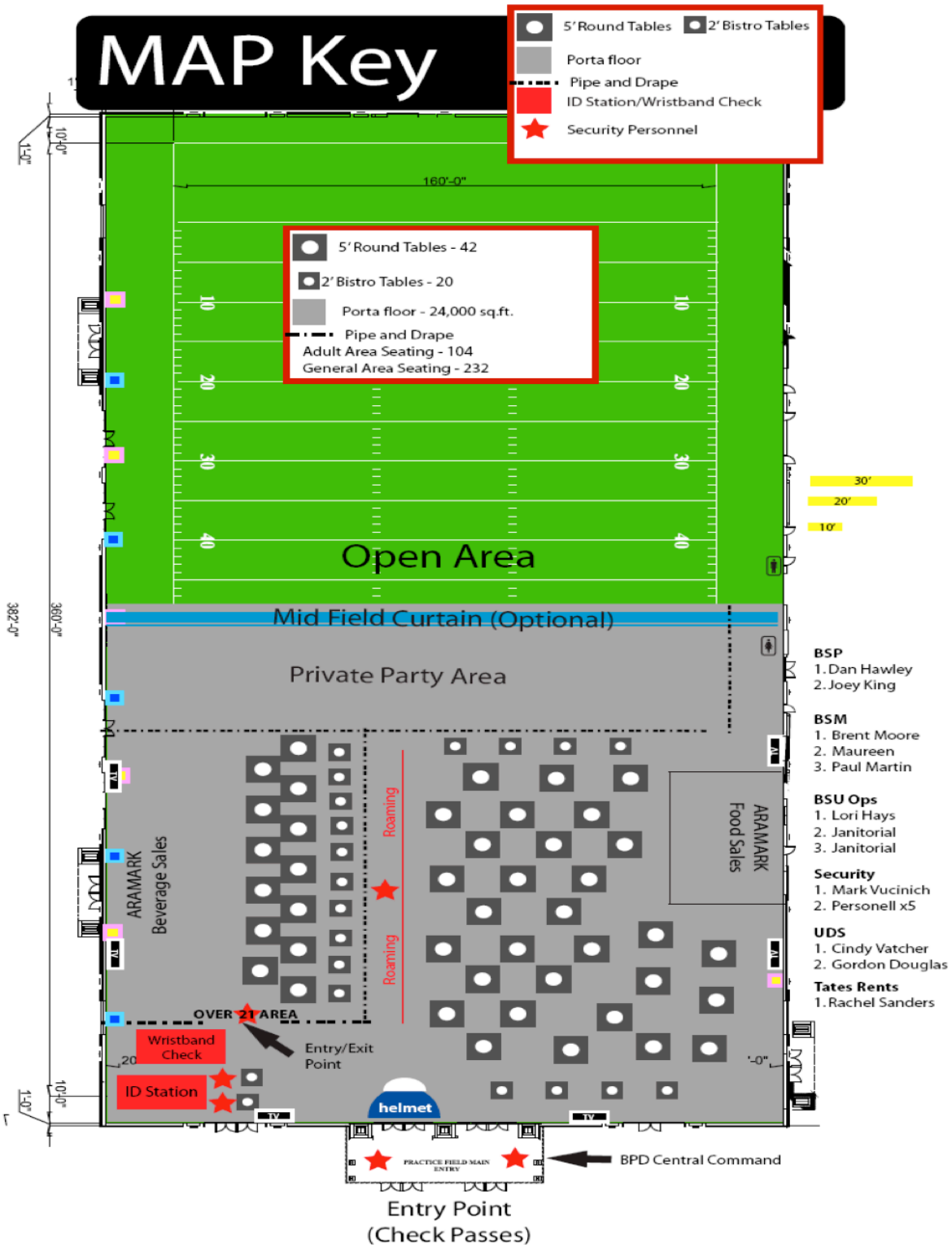
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- No alcohol making or distributing companies may be allowed to sponsor the event.
- Companies involved in the corporate hospitality area would be sent a letter outlining the Caven Williams Complex Corporate Hospitality Area/SBOE alcohol policy. The letter will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
- The area is for sponsors to entertain clients/guests for the fall 2010 home football games.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.

Attached is the map of the facilities in the Caven Williams Sports Complex and how it will be configured for the game day events

Cavern Williams Sports Complex
Patio Option – Clement Weather



Cavern Williams Sports Complex
Alternate option/inclement weather



## IDAHO STATE UNIVERSITY

### SUBJECT

Request for Pre-game Alcohol Waiver

### REFERENCE

| | |
|---|---|
| June 2007 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season. |
| August 2008 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season. |
| June 2009 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2009 football season. |
| June 2010 | Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2010 football season. |

### APPLICABLE STATUTE, RULE, OR POLICY

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

### BACKGROUND / DISCUSSION

Board policy does not allow service of alcohol on campus in conjunction with athletic events without prior Board approval. Approval has been granted provided an acceptable and manageable plan has been provided (Boise State and University of Idaho for the 2004 - 2010 football seasons) in the past.

During the 2007, 2008, 2009, and 2010 football seasons, Idaho State University followed models established by the University of Idaho and Boise State University for staging similar events.

In accordance with approval granted by the State Board for the 2010 football season, ISU reports that the program in place appeared to work well and that there were no reports of violations of the policy or Board approved conditions or incidents of underage drinking. Idaho State University is continuing to work with campus public safety, the Pocatello City Police and other officials to provide a controlled area for service of alcohol prior to home football games.

Idaho State University requests Board approval to establish a secure area on the West side of Holt Arena, prior to each home Bengal football game, for the purpose of allowing corporate partners, Bengal Foundation, Football Alumni

Team members and invited guests the opportunity to gather with clients, friends, and guests for the 2011 home football games. In this secure area, Idaho State University Athletics will allow patrons to purchase food and beverages (non-alcoholic and alcoholic). The alcoholic beverages will be sold and served by a licensed provider and the University's official food service provider. Idaho State University will provide control measures and follow all requirements of Board policy regarding alcohol service. The University will conduct the pre-game activities under the following conditions:

1. A secured area surrounded by a fence to control access to and from the area.
2. Three-hour duration, ending at kick-off.
3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests. No one under legal drinking age will be admitted.
5. All corporate partners involved in the pre-game location will be sent a letter outlining pre-game location and the SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow underage drinking and/or serving of alcohol to visibly intoxicated persons.
6. One entry/exit point, which will be manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of $2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests for the Fall 2011 home football games, including sales and service of alcohol.
11. A review of the 2011 events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.

**IMPACT**

If the Board does not approve the alcohol waiver request, ISU will not be able to include the sale of alcohol on campus at home football games during the 2011 season.

**ATTACHMENTS**

Attachment 1 – Holt Arena – Full Aerial View Page 5
Attachment 2 - Detail of Booth and Service Areas Page 6

**STAFF COMMENTS AND RECOMMENDATIONS**

Idaho State University's request is in conformance with Board policy. This request also constitutes Boise State University's requirement to report annually on the previous year's activities.

**BOARD ACTION**

I move to approve the request by Idaho State University to allow alcohol service during the 2011 football season in the Sports Medical Center under the conditions outlined in Board policy I.J. subsection 2.c.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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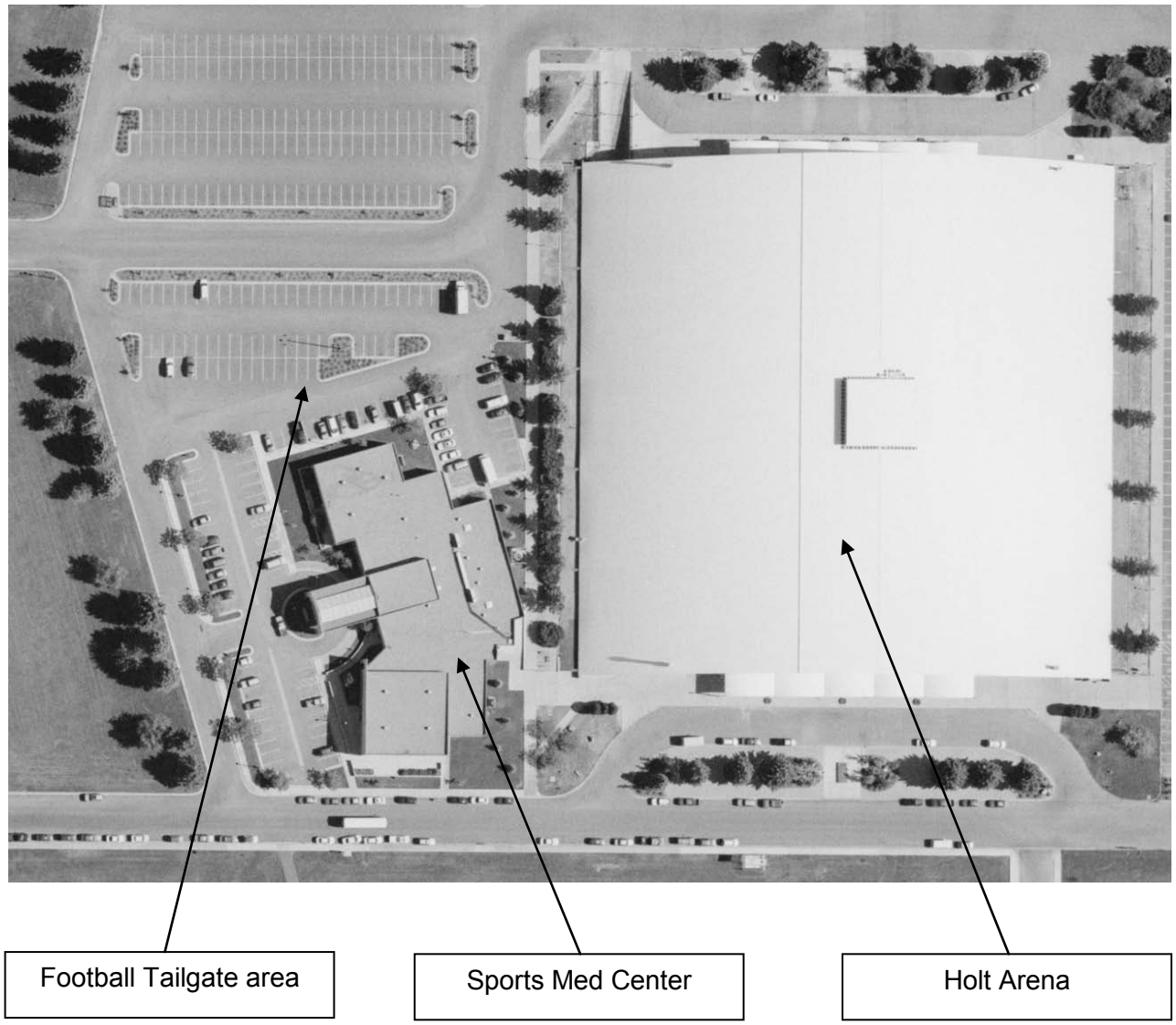
**Aerial View of Holt Arena and Sports Med Center**



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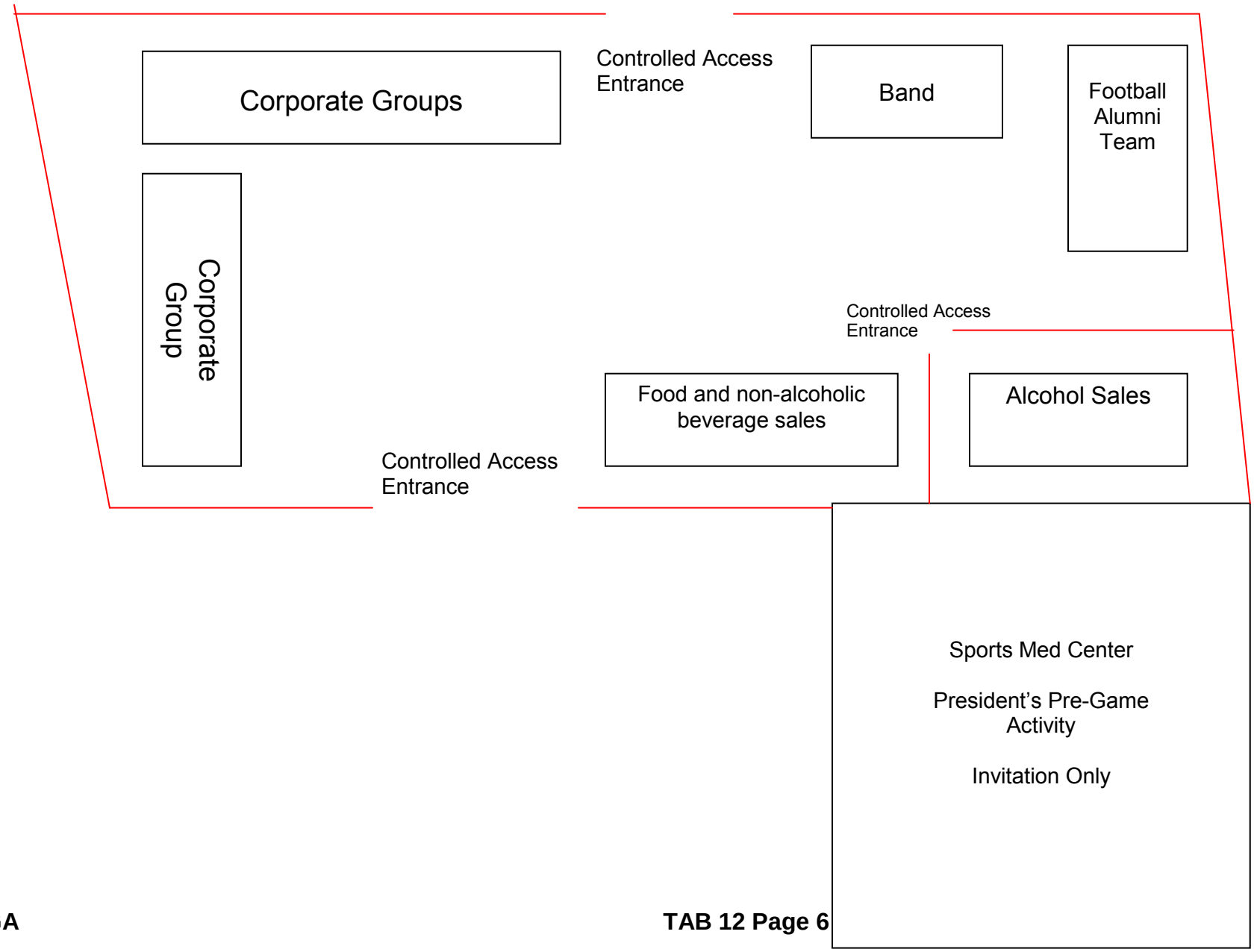
Football Pre-Game Tailgate – West Side/Holt Arena



## UNIVERSITY OF IDAHO

### SUBJECT

The University of Idaho requests Board approval to establish secure areas for the purpose of allowing pre-game activities that include the service of alcohol for the 2011 football season.

### REFERENCE

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

| | |
|---|---|
| June 19, 2008 | Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2008 football season. |
| Fall 2008 | There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas. |
| June 18, 2009 | Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2009 football season respectively. |
| Fall 2009 | There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas |
| June 17, 2010 | Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2010 football season respectively. |
| Fall 2010 | There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas |
| April 21, 2011 | Board approval of revisions to SBOE/Regents Policy I.J. relating to service of alcohol at institution events. |

**APPLICABLE STATUTE, RULE, OR POLICY**

SBOE Policy I.J – Use of Institutional Facilities and Services With Regard to the Private Sector

**BACKGROUND/DISCUSSION**

The current Board policy provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games. For the past seven football seasons, the Board granted an exception to prior policy allowing service of alcohol under limited circumstances for pre-game events in secure areas.

The UI seeks permission to continue its prior practice whereby in the secure areas, patrons may purchase food and beverages (non alcoholic and alcoholic) from Sodexho, the university's official food service provider, as part of home football pre-game activities. The university will follow all requirements of Board policy regarding alcohol service, and will conduct the pre-game events under the conditions set out in Board policy I.J.2.

With respect to admission of persons under the legal drinking age (and per Board policy I.J.2.iii.(1)) the university seeks approval to allow responsible adults who have been invited to a pre-game event to bring minor children and guests for whom the adults will be responsible. As per Board policy I.J.2. iii.(1) a color-coded wrist band system will serve to identify all authorized attendees and invited guests, with a separate wrist band clearly identifying those of drinking age. Underage children will not be allowed to consume or possess alcoholic beverages. This system has been in place for prior university pre-game events and it has promoted a family atmosphere at these events. There have not been any alcohol incidents arising from the presence of minors at these events.

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

In managing its pre-game functions, the UI seeks to provide a family oriented, safe, fun, and exciting atmosphere that promotes attendance and enhances the game experience.

The secure areas where food and beverage service (including alcoholic beverages) will take place are:

- North Kibbie Field – this area will be available for Corporate Tents to provide an opportunity for corporate sponsors to reward employees and say “thank you” to valued customers by hosting private functions. This area is located on the north lawn adjacent to the ASUI-Kibbie Dome.

- Student Activities Field – This area will be available for Corporate Tents and for the “President’s Circle Pre-Game Function” which is provided for invited guests and allows the university leadership to mix with the guests.

- Menard Law Building first floor foyer – this area will be available for the university’s athletic marketing agent (Learfield) to entertain clients and corporate sponsors of athletic events.

Service of alcohol at the North Kibbie Field and the Student Activities Field areas will be through tents placed in those areas creating a controlled area for monitoring attendance and consumption, with service limited to the tents and no alcohol allowed to leave the tents. Service of alcohol in

the Menard Law Building foyer will be limited to the foyer area which will be cordoned off with access limited to the two front doors.

**IMPACT**

Again there have been no serious incidences regarding the pre-game service of alcohol during the 2004 through 2010 seasons where service has been approved. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

**ATTACHMENTS**

Attachment 1 – Maps and Drawings of Service Areas Page 5

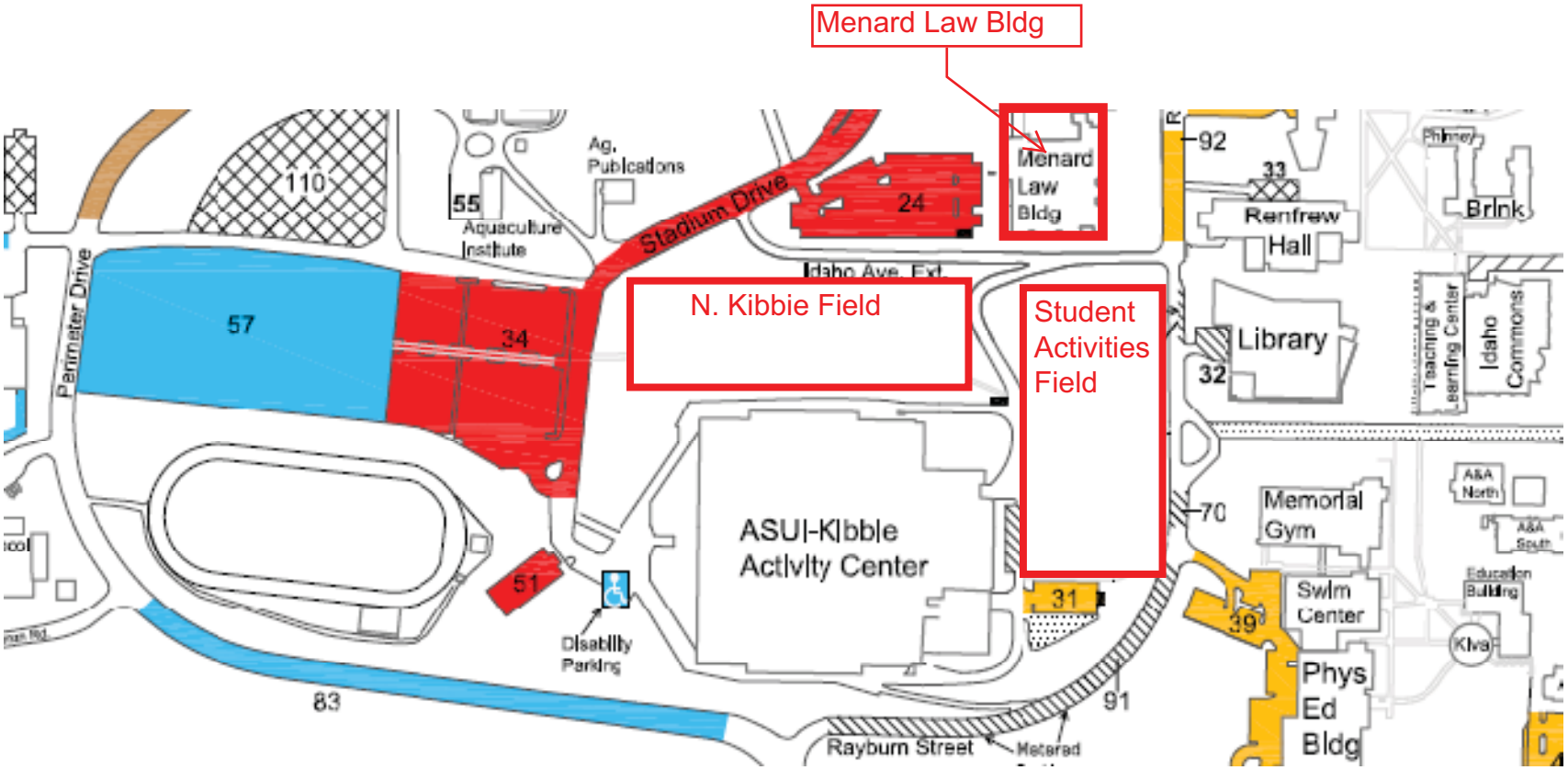
**STAFF COMMENTS AND RECOMMENDATIONS**

University of Idaho's request is in conformance with Board policy I.J. This request also constitutes the University's requirement to report annually on the previous year's activities.

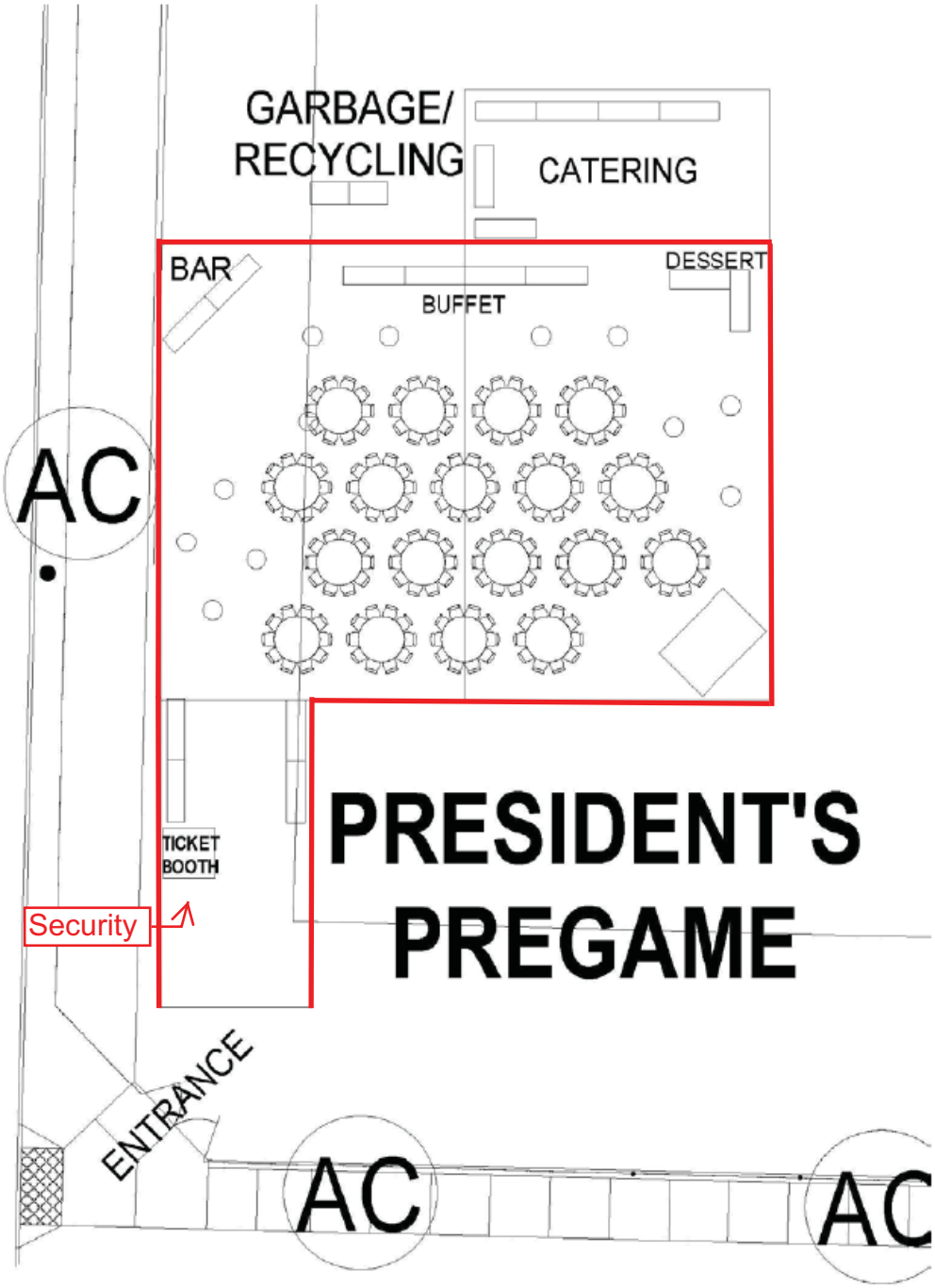
**BOARD ACTION**

I move to approve the request by the University of Idaho to allow alcohol service during the 2011 football season in the North Kibbie Field, Student Activities Field and Menard Law Building foyer under the conditions outlined in Board policy I.J. subsection 2.c.

Moved by _____ Seconded by _____ Carried Yes ____ No ___




**2011 Vandal Pre-game Activities Map**


GARBAGE/
RECYCLING
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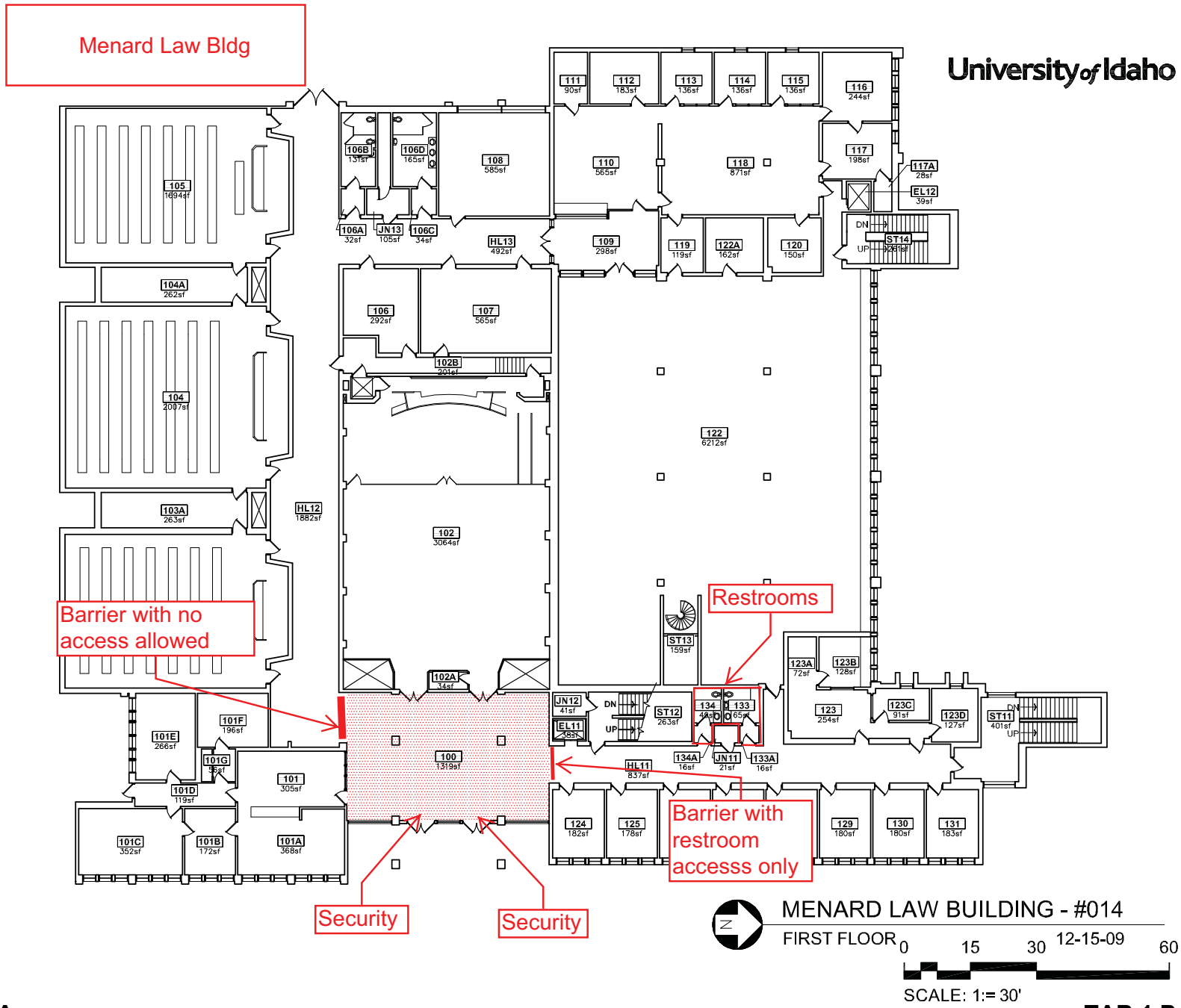
Menard Law Bldg
University of Idaho
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Restrooms
Barrier with restroom accesss only
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Security
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## UNIVERSITY OF IDAHO (UI)

### SUBJECT

Request for approval of sale of Alcohol - Litehouse Center/Bud and June Ford Club Room (Center)

### REFERENCE

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

| | |
|---|---|
| June 19, 2008 | Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2008 football season. |
| Fall 2008 | There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas. |
| June 18, 2009 | Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2009 football season respectively. |
| Fall 2009 | There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas. |
| June 17, 2010 | Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2009 football season respectively. |
| Fall 2010 | There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas. |
| April 21, 2011 | Board approval of revisions to SBOE/Regents Policy I.J. relating to service of alcohol at institution events and within institution stadium suite areas. |

**APPLICABLE STATUTE, RULE, OR POLICY**

SBOE Policy I.J – Use of Institutional Facilities and Services With Regard to the Private Sector

**BACKGROUND/DISCUSSION**

The current Board policy provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games. The university seeks such approval for the newly constructed Litehouse Center/Bud and June Ford Club Room (Center).

The UI seeks permission to allow ticketed and authorized patrons in the Center to purchase food and beverages (non alcoholic and alcoholic) from Sodexho, the university's official food service provider, before and during home football games. The university will follow all requirements of Board policy I.J.2.c regarding alcohol service in conjunction with home football games.

The Center is an enclosed secured area within the ASUI-Kibbie Activity Center which is separate from general ticketed seating areas and which will only be available to patrons with tickets to the Center.

There will be no access from the general seating area into the Center and only patrons who hold tickets to seats within the Center will be allowed into the Center during games.

All entry points to Center Suites and the Center Clubroom area (identified in the attached drawings) will be staffed with trained security personnel.

In addition, Security Personnel will be located within the Center to monitor activities within the suites and clubroom

The university's food service provider (Sodexho) will provide the alcohol license and will provide TIPS trained personnel to conduct the sale of all alcoholic beverages in conjunction with Sodexho's provision of food and non-alcoholic beverages.

The university and Center Patrons will abide by all terms and conditions of the Board policy and any other conditions place by the Board. Violation of Board policy of additional conditions by Center Patrons will result in action by the university up through removal from the Center and forfeiture of Center game tickets.

**IMPACT**

Service of alcohol within the Center is an extension of the university's pre-game and game-day activities surrounding home football games. Again there have been no serious incidences regarding the pre-game service of alcohol during the 2004 through 2010 seasons where service has been approved. The UI continues to strive for a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

**ATTACHMENTS**

Attachment 1 – Maps and Drawings of the Center Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

University of Idaho's request is in conformance with Board policy I.J.

**BOARD ACTION**

I move to approve the request by the University of Idaho to allow alcohol service during the 2011 football season in the Litehouse Center/Bud and June Ford Club Room located in the ASUI-Kibbie Activity Center under the conditions outlined in Board policy I.J. subsection 2.c.

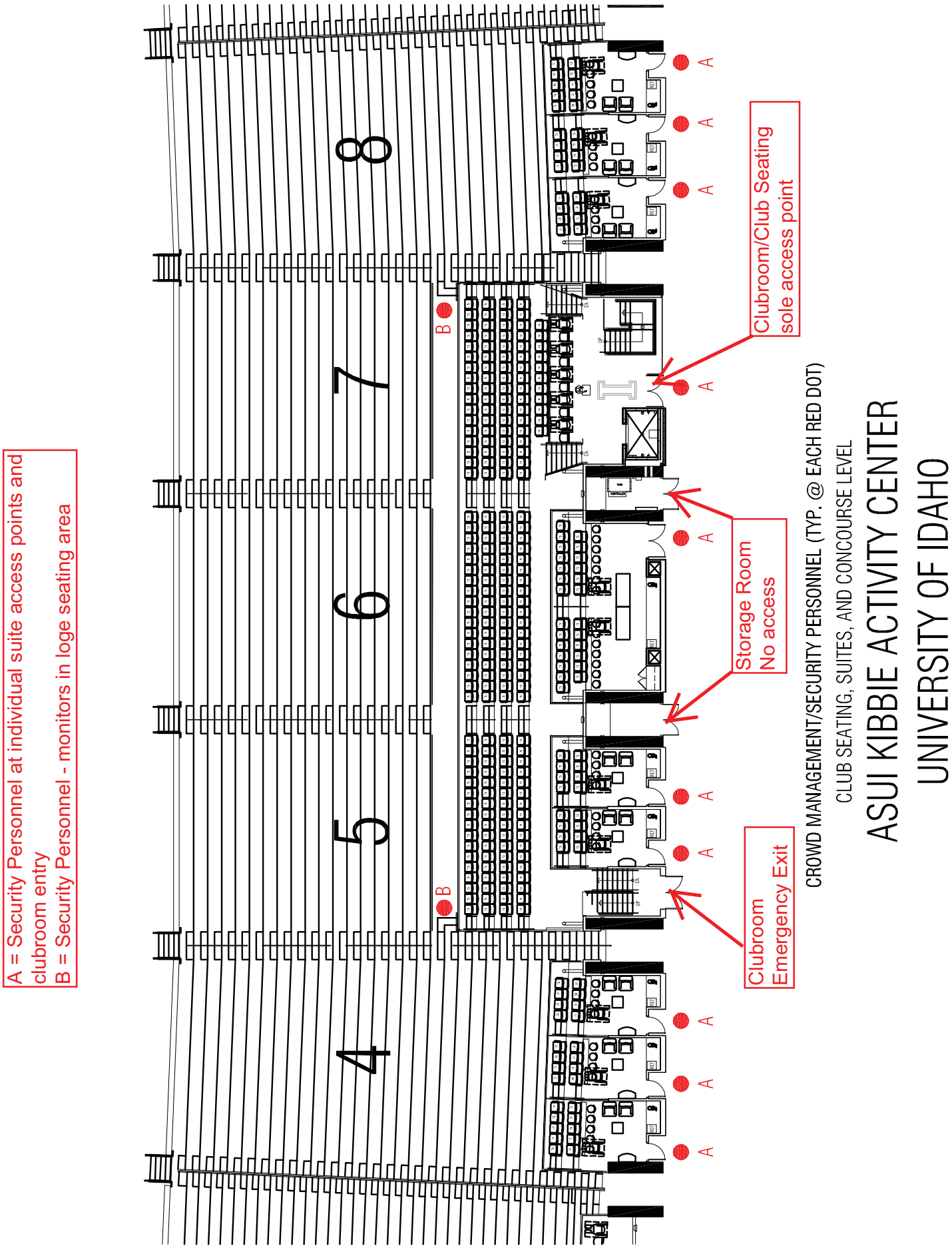
Moved by _____ Seconded by _____ Carried Yes ____ No ___

PERSPECTIVE

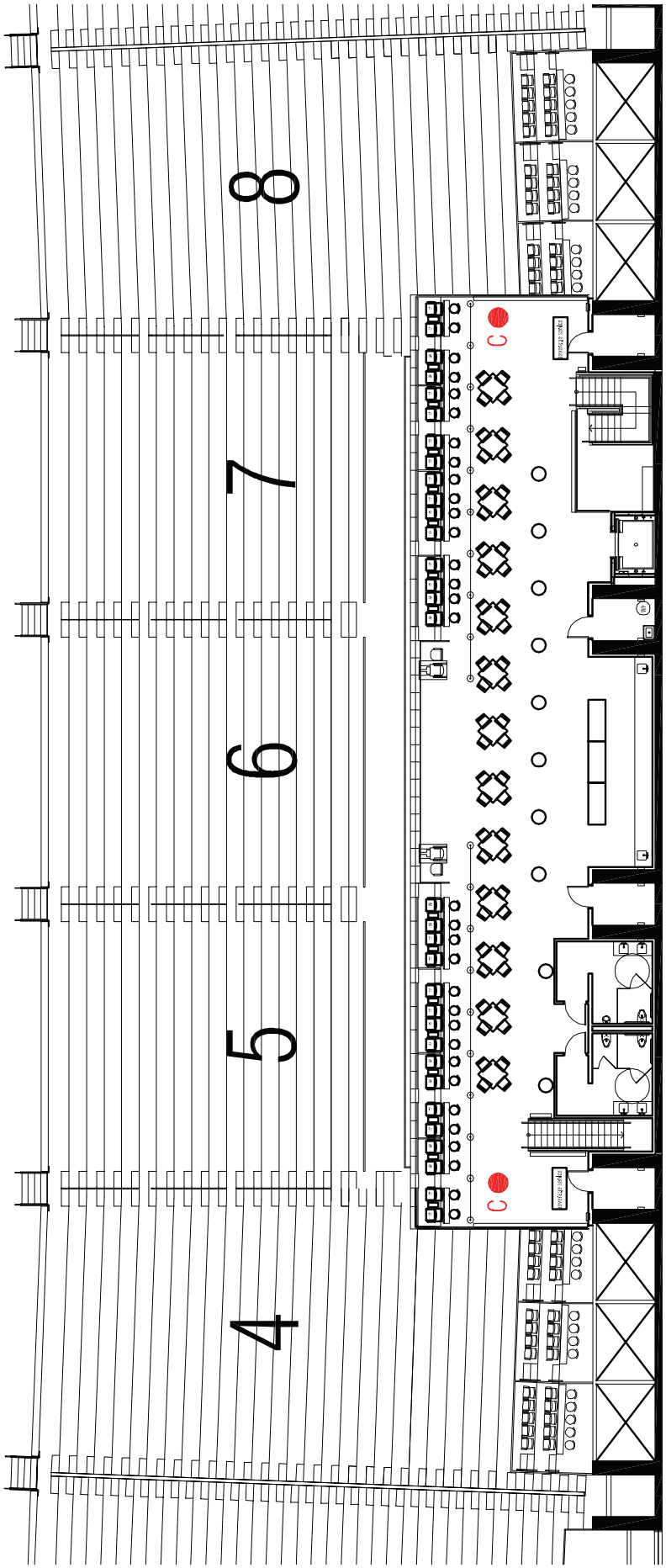
CLUB ROOM, CLUB SEATING, LOGE SEATING, AND MINI SUITES

ASUI KIBBIE ACTIVITY CENTER

UNIVERSITY OF IDAHO


A = Security Personnel at individual suite access points and clubroom entry
B = Security Personnel - monitors in loge seating area
Clubroom/Club Seating sole access point
Storage Room No access
Clubroom Emergency Exit
CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)
CLUB SEATING, SUITES, AND CONCOURSE LEVEL
ASUI KIBBIE ACTIVITY CENTER
UNIVERSITY OF IDAHO
4
5
6
7
8
A
B

C = Security Personnel - Clubroom monitors




CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)

CLUB ROM LEVEL

ASUI KIBBIE ACTIVITY CENTER

UNIVERSITY OF IDAHO

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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 April 2011 Board meeting. Since that meeting, Board staff has received thirty-seven (37) permits from Boise State University, nine (9) permits from Idaho State University, forty (40) permits from the University of Idaho and two (2) permits 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

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

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# APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY April 2011 – February 2012

| EVENT | LOCATION | DATE (S) |
|---|---|---|
| Spring Fever 2011 Dinner | Stuckle Sky Center | 4/1/11 |
| Amina Figarova Matinee Concert | Stuckle Sky Center | 4/8/11 |
| Sleeping Beauty Ballet Reception | Morrison Center | 4/9/11 |
| Elton John Concert Events | Taco Bell Arena | 4/9/11 |
| Kenny Barron Concert | Stuckle Sky Center | 4/9/11 |
| Greek Gathering | SUB | 4/12/11 |
| Paramount Club 2011 | Stuckle Sky Center | 4/13/11 |
| IDT's Spring Performance | SUB | 4/15-16/11 |
| Grid Iron Social | Stuckle Sky Center | 4/15/11 |
| Carmina Burana Boise Philharmonic | Morrison Center | 4/15-16/11 |
| Construction Mgmt Dept 30th Anniversary | SUB | 4/16/11 |
| Idaho Assoc of Health Underwriters Events | SUB | 4/26-27/11 |
| St. Lukes Presidents Awards Dinner | Stuckle Sky Center | 4/27/11 |
| Donor Reception | Stuckle Sky Center | 4/27/11 |
| "The Power of Pink" Survivor Celebration | SUB | 4/29/11 |
| Reapportionment & Redistricting in the West Conf Dinner | Stuckle Sky Center | 4/30/11 |
| Wild 101 Pre-Summer Bash | Taco Bell Arena | 4/30/11 |
| Distinguished Professors reception | SUB | 5/2/11 |
| Hall of Fame Induction | Stuckle Sky Center | 5/5/11 |
| Formal Dinner Practice CUL225 | Culinary Arts Bldg | 5/7/11 |
| Wicked Broadway Musicals | Morrison Center | 5/4-15/11 |
| Fidelity Boise Open House Event | Stuckle Sky Center | 5/11/11 |

| EVENT | LOCATION | DATE (S) |
|---|---|---|
| Fisher Document Systems Tech Show | Stuckle Sky Center | 5/12/11 |
| St Alphonsus Donor Reception | Morrison Center | 5/13/11 |
| Alumni Assoc Annual Mtg members appreciation | SUB | 5/20/11 |
| Season Finale – Boise Philharmonic & related events | Morrison Center | 5/21/11 |
| Dinner Auction | Stuckle Sky Center | 5/21/11 |
| JR Simplopt Accounting Conference & Networking | Stuckle Sky Center | 5/23/11 |
| Idaho Council on Economics Board Meeting | Stuckle Sky Center | 5/25/11 |
| In Service Training Awards Banquet | SUB | 5/25/11 |
| Bronco Dairy Booster Dinner & Auction | Stuckle Sky Center | 6/3/11 |
| 80th Birthday Party | SUB | 6/4/11 |
| Family Medicine Residency of Idaho 2011 Grad | SUB | 6/25/11 |
| WPS Awards Banquet | Stuckle Sky Center | 8/12/11 |
| 50th Class Reunion, meet/greet social | Stuckle Sky Center | 8/12/11 |
| Friends of Nursing Fundraiser | Stuckle Sky Center | 11/3/11 |
| Loaves & Fishes Gala & Roast | Stuckle Sky Center | 2/4/12 |

# APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY February 2011 – April 2011

| EVENT | LOCATION | DATE (S) |
|---|---|---|
| Richard Stallings Banquet | SUB | 4/9/11 |
| INL EES&T All Hands Mtg | SUB | 4/19/11 |
| End of the Year Celebration | Alumni House | 5/6/11 |
| School of Nursing Pinning Ceremony & DHS Award Reception | Stephen's Performing Arts Center | 5/6/11 |
| Retirement Reception | Idaho Museum of Natural History | 5/11/11 |
| Idaho's Championship of Comedy | Stephen's Performing Arts Center | 6/4 & 6/11/11 |
| ATR User Facility Week | CAES Bldg, Idaho Falls | 6/8/11 |
| Class of 1991 Reunion | SUB | 7/9/11 |
| 2011 WIN Region IV Conference | CAES Bldg, Idaho Falls | 7/21/11 |

# APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO
## March 2011 – August 2011

| EVENT | LOCATION | DATE (S) |
|---|---|---|
| President's Sustainability Symposium dinner | Nectar-Moscow | 3/30/11 |
| Design Thinking & Trans-disc Event – College of Art & Architecture | Dean's Home | 3/31/11 |
| Rocky Mtn Elk Foundation Banquet | SUB | 4/2/11 |
| State of the College of Engineering | Mobius Kid's Museum | 4/7/11 |
| President's Circle Museum | Basque Center/Boise | 4/14/11 |
| Univ of Idaho Foundation Reception | Boise Water Center | 4/15/11 |
| UI Library Advisory Board Mtg | Library | 4/27/11 |
| Entrepreneurship & Innovation Celebration | SUB | 4/29/11 |
| College of Science Alumni Reception | Boise Water Center | 4/29/11 |
| Delta Gamma 100th Anniversary Celebration | Eastside Marketplace | 4/30/11 |
| Commencement Dinner-Boise | Boise Centre on the Grove | 5/2/11 |
| Commencement Dinner-Idaho Falls | Willard Performing Arts Center | 5/3/11 |
| Physics Faculty/Student/Alumni Awards Banquet | Commons | 5/6/11 |
| Faculty & Staff Reception | Executive Residence | 5/6/11 |
| EMBA Cohort 3 End of Year Social | UI Harbor Center, CDA | 5/7/11 |
| Commencement Dinner – CDA | CDA Resort | 5/9/11 |
| Athena Awards | Executive Residence | 5/10/11 |
| Operation Education Reception | Executive Residence | 5/11/11 |

| EVENT | LOCATION | DATE (S) |
|---|---|---|
| Men's Golf League | Bogey's | 5/12/11 – 8/18/11 |
| Commencement Honorary Degree Dinner | University Best Western | 5/12/11 |
| Commencement Dinner-Alumni Hall of Fame | SUB | 5/13/11 |
| Washington/No Idaho Seed Association Golf Tourney | UI Golf Course | 5/18/11 |
| Dave's Golf Shop Golf Tourney | UI Golf Course | 5/19/11 |
| Museum of Flight Alumni Social | Seattle, WA | 5/24/11 |
| UI Donor Luncheon | Wilmington, DE | 5/24/11 |
| City North American Golf Tourney | UI Golf Course | 5/26/11 |
| Friday Night Summer Concert Series | Bogey's/UI Golf Course | 5/27/11-10/28/11 |
| Dale's Boats Golf Tourney | UI Golf Course | 6/2/11 |
| Welcome to Summer – Pass/Merch Sale | UI Golf Course | 6/3/11 |
| Brown & Kiblen Financial Golf Tourney | UI Golf Course | 6/4/11 |
| Farm Bureau Insurance Golf Tourney | UI Golf Course | 6/9/11 |
| Distinguished Professor Dinner | Executive Residence | 6/9/11 |
| Utility Exec Dinner after Grand Coulee Dam Tour | Spokane, WA | 6/12/11 |
| Utility Exec Course Golf Scramble | Bogey's | 6/13/11 |
| Accounting Alumni & Friends Reception | Legacy Pointe/Boise | 6/16/11 |
| Utility Exec Committee Station Tour | Richland, WA | 6/17/11 |
| Utility Exec Summit Welcome Reception/Dinner | CDA | 6/20/11 |
| Utility Exec Advisory Committee Meeting | CBE Board Room | 6/22/11 |

| EVENT | LOCATION | DATE (S) |
|---|---|---|
| Idaho INBRE 2011 Fellows Dinner Celebration | Dr. Carolyn Bohach Res | 6/22/11 |
| Leadership Tour/Reception | Executive Residence | 6/30/11 |

# APPROVED ALCOHOL SERVICE AT LEWIS-CLARK STATE COLLEGE June 2011

| EVENT | LOCATION | DATE (S) |
|---|---|---|
| Center for Arts & History VIP Event | Center for Arts & History | 6/10/11 |
| Reception Dinner for Chinese Remembering Lecture Series | Center for Arts & History | 6/23/11 |

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**SUBJECT**

Board Policy I.M. Annual Planning and Reporting – Second 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 |
| April 2011 | Board approved first ready of Board Policy I.M. |

**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. Changes to Board policy I.M. include defining the Board's statewide strategic plan (subsection 1.) and clarification of the mission statement used by the institutions and agencies within their respective strategic plans.

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

**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 Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Changes to I.M, III.I, and III.Z will bring all three polices 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 second reading to Board policy section I.M. as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**Idaho State Board of Education**

# GOVERNING POLICIES AND PROCEDURES

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

**SUBSECTION: M. Annual Planning and Reporting June 2011**

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.

2. 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 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 the format established by the executive director.

Plans shall contain:

(1) A comprehensive mission and vision statement covering the major programs, functions and activities of the 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 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.

3. 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.

4. 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.

5. 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.

6. 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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| TAB | DESCRIPTION | ACTION |
|---|---|---|
| 1 | **AMENDMENT TO BOARD POLICY**<br>Section II.B. – Appointment Authority and Procedures – Second Reading | Motion to approve |
| 2 | **AMENDMENT TO BOARD POLICY**<br>Section II. D. – Categories of Employees – General Definitions – First Reading | Motion to approve |
| 3 | **AMENDMENT TO BOARD POLICY**<br>Section II.F. -- Policies Regarding Non-classified Employees and Section II. G. -- Policies Regarding Faculty (Institutional Faculty Only) First Reading | Motion to approve |
| 4 | **AMENDMENT TO BOARD POLICY**<br>Section II.M. – Grievance and Appeal Procedures – All Employees – Second Reading | Motion to approve |
| 5 | **AMENDMENT TO BOARD POLICY**<br>Board Supplemental 403(b) Retirement Plan Revisions | Motion to approve |
| 6 | **BOISE STATE UNIVERSITY**<br>Employment Agreement - Provost and Vice President for Academic Affairs | Motion to approve |
| 7 | **IDAHO STATE UNIVERSITY**<br>Employment Agreement – Head Women's Basketball Coach | Motion to approve |
| 8 | **UNIVERSITY OF IDAHO**<br>Employment Agreement – Head Women's Soccer Coach | Motion to approve |

| TAB | DESCRIPTION | ACTION |
|---|---|---|
| 9 | **UNIVERSITY OF IDAHO**<br>Employee Benefits Enrollment System RFP | Motion to approve |

**SUBJECT**

Appointment Authority and Procedures, Board Policy II.B. – Second Reading

**REFERENCE**

| | |
|---|---|
| February 2010 | Clarified the broad authority of the institution chief executive officers for personnel matters affecting the institutions |
| April 2011 | Board approved first reading |

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

In April 2011 the Board approved the first reading to amend Board Policy II.B.3. on Appointment Authority and Procedures.

**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**

There were no changes from the first reading. Board staff recommends approval of the second reading of Board Policy II.B.3.

**BOARD ACTION**

I move to approve the second reading of the proposed amendments to Board Policy II.B.3., Appointment Authority and Procedures, as presented.

Moved by_____ Seconded by_____ Carried Yes____ No____

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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

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

Any position 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) a description of the duties and responsibilities of the position.

b. The initial appointment of an employee 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.

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**SUBJECT**

Categories of Employees, Board Policy II.D. – First Reading

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

This proposed change to Board policy is a companion to proposed changes to policy on appointment authority (II.B.). If the Board approves the second reading of the changes to II.B. (which delegates authority to the presidents to create new positions and hire employees below the vice president level without Board approval), then the Board will also need to clarify the definition of a "non-classified employee" in its policy to ensure it is consistent with the term as defined in Idaho Code.

**IMPACT**

Adoption of this revision to Board policy with ensure that an institution's classification of a position as "non-classified" will also constitute Board "designation," when applicable and required in Idaho Code.

**ATTACHMENTS**

Attachment 1 – Proposed Revised Policy, Section II.D.2. Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Upon further review of the proposed changes to the Appointment and Procedures Policy, staff determined that the changes impact a separate section of policy. This first reading would ensure consistency between Board policy and Idaho Code. Staff recommends approval

**BOARD ACTION**

I move to approve the first reading of the proposed amendments to Board policy II.D.2. as presented.

Moved by_____ Seconded by_____ Carried Yes____ No____

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1. Classified Employee

"Classified employee" means any person appointed to or holding a position at an institution, or agency whose position is subject to the provisions of the merit examination, selection, retention, promotion, and dismissal requirements of the Idaho Division of Human Resources as provided under Chapter 53, Title 67, Idaho Code, or the policies and procedures of the University of Idaho for classified employees.

a. Classified Employees -- Idaho Division of Human Resources
Appointments, employment status, personnel actions, and primary employment benefits concerning classified employees of the Board must be administered in accordance with the rules and regulations established by the Idaho Division of Human Resources.

b. Classified Employees -- University of Idaho
Classified employees at the University of Idaho are subject to the policies and procedures of the University of Idaho for its classified employees. Such policies and procedures require approval by the Board, and should be, in so much as practical, parallel to the provisions provided for state of Idaho classified employees in Chapter 53, Title 67, Idaho Code.

2. Non-classified Employees

"Non-classified employee" means any person appointed to or holding a non-classified position at an institution or agency ~~designated by the Board as non-classified~~ pursuant to section 67-5303(j), Idaho Code, and thus is not subject to the provisions of Chapter 53, Title 67, Idaho Code or the policies and procedures of the University of Idaho for its classified employees. The ~~Board's designation~~ classification of a position or employee as "non-classified" by the Board, or by an institution or agency under the governance of the Board pursuant to the Board's Governing Policies and Procedures, which is not otherwise "teaching staff," constitutes ~~any~~ Board designation ~~necessary under Idaho law to designate~~ of such position or employee as an "officer" under section 67-5303(j), Idaho Code.

a. The Board's executive director and the chief executive officers of the institutions and agencies are appointed by the Board and serve at the pleasure of the Board**,** and may therefore be dismissed at any time, with or without cause, and without notice.

b. As used in these personnel policies, the term "chief executive officer" shall mean the following, with reference to the appropriate entity:

(1) Institutions – the president

(2) Office of the State Board of Education – the executive director

(3) The Division of Vocational Rehabilitation – the administrator

(4) The Division of Professional-Technical Education – the administrator

(5) Idaho Educational Public Broadcasting System – general manager

c. Faculty Employees

Faculty employees comprise a large and unique subset of the Board's non-classified employees. Thus, faculty employees are addressed specifically throughout these policies and procedures.

Institutional Faculty:

(1)"Academic faculty" means all employees who hold the rank of instructor/lecturer or a higher academic rank in an academic department at the University of Idaho, Idaho State University, Boise State University, or Lewis-Clark State College,

(2) "Professional-Technical faculty" means all employees who hold the rank of instructor or higher in any of the five area professional-technical colleges or Eastern Idaho Technical College and who are hired under the Division of Professional-Technical Education.

References to "institutional faculty" or "faculty" in these policies include both academic and professional-technical faculty. Institutional faculty are generally subject to all of the same policies and procedures unless one group is specifically addressed or exempted.

d. Temporary or Special Project Non-classified Employees

(1) This category includes (1) employees who are appointed to positions that are either temporary or for special projects and who generally meet specific position requirements for (a) grants or contracts of specified duration or (b) part-time teaching or other responsibilities, and (2) employees who are appointed to fulfill the responsibilities of continuing positions on an emergency or temporary basis.

(2) Student Employees
A student enrolled in an undergraduate, graduate, or professional-technical program at and employed by a state college, university, community college or professional-technical center when such employment is predicated on student status.

e. Head Coaches and Athletic Directors (Institutions Only) – Serve pursuant to contracts of employment as set forth in these policies and procedures.

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## SUBJECT

Board Policy II.F. and II.G. – First Reading

## APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.F. and II.G.
Idaho Code §59-1606(3)
Idaho Code §67-5334

## BACKGROUND / DISCUSSION

The State Controller's Office and the Division of Human Resources have notified several of the institutions that pursuant to Idaho Code §67-5334, institutions may only payoff vacation balances for employees "upon separation from state employment."

This law is problematic when applied to the institutions, as described by Boise State University's (BSU) general counsel:

> The Universities need flexibility to payoff vacation balances in two identified situations. First, when a faculty member has been serving in a twelve-month position (for example as a Department Chair or Dean) the faculty member accrues vacation pursuant to board policy. When the faculty member leaves the administrative position and returns to the faculty, faculty members do not earn accrued vacation and are not eligible to take vacation. In such situations, the Universities need flexibility to be able to pay off the accrued vacation balance, otherwise that balance must simply remain on the books until separation. This could be for several years, and the eventual payoff might be at a higher pay rate.
>
> The other situation is when a classified employee with numerous years of state service is moved into a non-classified professional staff position. Classified staff employees earn annual leave at different rates than as established by State Board of Education policy for non-classified professional staff. Classified state employees with more than 15 years experience may earn an annual leave balance of up to 336 hours. However, a professional staff employee under the Board may only accrue up to 240 hours of annual leave. Therefore, when a classified employee with more than 15 years experience is moved into a professional staff position, it is possible, and often occurs that the employee will have an annual leave balance in excess of the 240 hours allowed by SBOE policy. As such, the employee would not accrue any vacation, potentially for a considerable period of time, until the vacation balance is used below the 240 hour cap. However, since the employee is then also earning at the higher 7.4 hours per pay period rate, it is often difficult for the employee to utilize their vacation.

Idaho Code §59-1606(c) provides that "The state board of education shall determine the vacation leave policies for all officers and employees of the state board of education who are not subject to … [laws governing classified employees]. To the extent possible, the state board of education shall adopt policies which are compatible with the state's accounting system." As such, the Board has statutory authority to set its own leave policies to address the issues described above.

**IMPACT**

Amending Board policy would allow institutions to payoff vacation balances when a classified employee's position is changed to non-classified, a classified employee is moved to a non-classified position, or a faculty member moves from a 12 month appointment to a position of less than 12 months.

Idaho Code §59-1606(c) provides that "any policy and procedures determined by the state board of education must be communicated to the state controller in writing at least one hundred eighty (180) days in advance of the effective date of the policy and procedures." As such, the actual effective date of any Board policy could be up to 180 days from approval of second reading.

**ATTACHMENTS**

Attachment 1 – Proposed Revised Policy, Section II.F. Page 3
Attachment 2 – Proposed Revised Policy, Section II.G. Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

BSU and Idaho State University (ISU) have both brought the issue of limitations on vacation payoff to staff's attention within the last month due to recent communications from the State Controller's Office on the matter. The inability for institutions to payoff vacation prior to separation from employment has the potential to create a hardship for both the employer and employee. Since the State specifically authorizes the Board to set its own leave policies, staff finds amending Board policy to permit vacation payout prior to separation from service an appropriate exercise of the Board's authority and recommends the Board do so to address the problems described above.

**BOARD ACTION**

I move to approve the first reading of the proposed amendments to Board Policy II.F and II.G. as submitted.

Moved by_____ Seconded by_____ Carried Yes____ No____

1. Employment Terms

   a. All non-classified employees, except those set forth in Section II.F.1.b. below, serve at the pleasure of the chief executive officer, and may be dismissed at any time, with or without cause, and without notice, at the discretion of the chief executive officer.

   b. Employment Contracts

      (1) An institution may provide employment contracts to its non-classified employees. If an institution chooses to offer employment contracts to its non-classified employees, the employment contract must include the period of the appointment, salary, pay periods, position title, employment status and such other information as the institution may elect to include in order to define the contract of employment. Non-classified employees have no continued expectation of employment beyond their current contract of employment.

      (2) Non-classified employees, who serve pursuant to contracts of employment containing a stated salary are not guaranteed such salary in subsequent contracts or appointments, and such salary is subject to adjustment during the contract period due to financial exigency (as provided for in Section II.N of Board Policy) or through furlough or work hour adjustments (as provided for in section II.B.2.c of Board Policy).

      (3) Each employee must acknowledge receipt and acceptance of the terms of the employment contract by signing and returning a copy to the institution initiating the offer of appointment. Failure or refusal of the employee to sign and return a copy of the employment contract within the time specified in the contract is deemed to be a rejection of the offer of employment unless the parties have mutually agreed in writing to extend the time. Nothing in this paragraph prohibits the institution from extending another offer to the employee in the event the initial offer was not signed and returned in a timely manner. Any alteration by the employee of the offer is deemed a counter-offer requiring an affirmative act of acceptance by an officer authorized to enter into contracts of employment binding the institution.

      (4) Each contract of employment shall include a statement to the following effect and intent: "The terms of employment set forth in this contract of employment are also subject to the Governing Policies and Procedures of the State Board of Education (or the Board of Regents of the University of Idaho, in the case of University of Idaho), and the policies and procedures of the institution." The contract shall also state that it may be terminated at any time for adequate cause, as defined in Section II.L. of Board Policy, or when the Board declares a state of financial exigency, as defined in Section II.N. of Board Policy. The

contract shall also state that it may be non-renewed pursuant to Section II.F.5. of Board Policy.

(5) No contract of employment with such an employee may exceed one (1) year without the prior express approval of the Board. Employment beyond the contract period may not be legally presumed. Renewal of an employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

2. Compensation

a. Salary – All non-classified employees shall receive a fixed salary. Payment in addition to the fixed salary may be authorized by the chief executive officer and reported to the Board. All initial salaries for non-classified employees are established by the chief executive officer, subject to approval by the Board where applicable. The Board may make subsequent changes for any non-classified employee salary or may set annual salary guidelines and delegates to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective or paid to the non-classified employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.

b. Salaries, Salary Increases and other Compensation related items

(1) Salaries for new appointments to dean, associate/assistant dean, vice president, and president/vice president direct-report positions may not exceed the median rate for such position established by the College and University Professional Association for Human Resources (CUPA-HR), or its equivalent, without prior Board approval.

(2) Appointments to acting or interim positions shall be at base salary rates no greater than ten percent (10%) more than the appointees' salary rate immediately prior to accepting the interim appointment or ninety-five percent (95%) of the prior incumbent's rate, whichever is greater.

(3) Overtime Compensation – Non-classified employees earning annual leave at the equivalent rate of two (2) days for each month or major fraction thereof of credited state service are not eligible for either cash compensation or compensatory time off for overtime work. Non-classified employees in positions that are defined as "non-exempt" under the Fair Labor Standards Act earn overtime at a rate of one and one-half (1½) hours for each overtime

hour worked. Other non-classified employees may earn compensatory time off at the discretion of the chief executive officer at a rate not to exceed one (1) hour of compensatory time for each hour of overtime worked.

(4) Credited State Service - The basis for earning credited state service will be the actual hours paid not to exceed forty (40) per week.

(5) Pay Periods - All non-classified employees are paid in accordance with a schedule established by the state controller.

(6) Automobile Exclusion - Unless expressly authorized by the Board, no non-classified employee will receive an automobile or automobile allowance as part of his or her compensation.

3. Annual Leave

a. Non-classified employees at the institutions, agencies earn annual leave at the equivalent rate of two (2) days per month or major fraction thereof of credited state service. Twelve-month employees employed at the entities named above may accrue leave up to a maximum of 240 hours. An employee who has accrued the maximum will not earn further leave until the employee's use of annual leave reduces the accrual below the maximum.

Non-classified employees in positions which are covered under the Fair Labor Standards Act earn annual leave according to § 67-5334 and are subject to the maximum leave accruals in § 67-5335(2).

b. Non-classified employees appointed to less than full-time positions earn annual leave on a proportional basis dependent upon the terms and conditions of employment.

c. Professional Leave - At the discretion of the chief executive officer, non-classified employees may be granted professional leave with or without compensation under conditions and terms as established by the chief executive officer.

d. Pursuant to section 59-1606(3), Idaho Code, when a classified employee's position is changed to non-classified, or when a classified employee is moved into a non-classified position, and that employee, due to the~~ir~~ employee's years of service, has an annual leave balance in excess of 240 hours, then the institution may pay the employee as supplemental pay the balance that is in excess of 240 hours.

4. Performance Evaluation

Each institution or agency must establish policies and procedures for the performance evaluation of non-classified employees, and are responsible for implementing those policies in evaluating the work performance of employees. The purposes of employee evaluations are to identify areas of strength and weakness, to improve employee work performance, and to provide a basis on which the chief executive officers and the Board may make decisions concerning retention, promotion, and merit salary increases. All non-classified employees must be evaluated annually. Any written recommendations that result from a performance evaluation must be signed by the appropriate supervisor, a copy provided to the employee and a copy placed in the official personnel file of the employee. Evaluation ratings that result in findings of inadequate performance of duties or failure to perform duties constitute adequate cause as set forth in Section II.L. of Board Policy.

5. Non-Renewal of Non-classified Contract Employees

   a. Notice of the decision of the chief executive officer to not renew a contract of employment must be given in writing to the non-classified employee at least sixty (60) calendar days before the end of the existing period of appointment for annual appointments. For appointments of less than one year, the written notice must be at least thirty (30) days prior to the end of the existing period of appointment. Reasons for non-renewal need not be stated. Non-renewal without cause is the legal right of the Board. If any reasons for non-renewal are provided to the employee for information, it does not convert the non-renewal to dismissal for cause and does not establish or shift any burden of proof. Failure to give timely notice of non-renewal because of mechanical, clerical, mailing, or similar error is not deemed to renew the contract of employment for another full term, but the existing term of employment must be extended to the number of days necessary to allow sixty (60) (or thirty days where applicable) calendar days notice to the employee.

   b. Except as set forth in this paragraph, non-renewal is not grievable within the institution nor is it appealable to the Board. However, if an employee presents bona fide allegations and evidence to the chief executive officer of the institution that the non-renewal of the contract of employment was the result of discrimination prohibited by applicable law, the employee is entitled to use the internal discrimination grievance procedure to test the allegation. If the chief executive officer is the subject of the allegations, the employee may present the bona fide allegations and evidence to the Executive Director. The normal internal grievance procedure for discrimination must be used unless changed by mutual consent of the parties. The ultimate burden of proof rests with the employee. The institution is required to offer evidence of its reasons for non-renewal only if the employee has made a prima facie showing that the recommendation of non-renewal was made for reasons prohibited by applicable law. Unless mutually agreed to by the parties in writing, the use of the discrimination grievance

procedure will not delay the effective date of non-renewal. Following the discrimination grievance procedures, if any, the decision of the institution, is final, subject to Section II.F.5.c., below.

c. The non-classified contract employee may petition the Board to review the final action of the institution. Any petition for review must be filed at the Office of the State Board of Education within fifteen (15) calendar days after the employee receives notice of final action. The Board may agree to review the final action, setting out whatever procedure and conditions for review it deems appropriate, or it may choose not to review the final action. The fact that a review petition has been filed will not stay the effectiveness of the final action, nor will the grant of a petition for review, unless specifically provided by the Board. Board review is not a matter of right. An employee need not petition for Board review in order to have exhausted administrative remedies for purposes of judicial review. Nothing in this section should be construed as any prohibition against filing a complaint with any appropriate state or federal entity, including but not limited to the Equal Employment Opportunity Commission (EEOC) or the Idaho Human Rights Commission (IHRC).

6. Tenure

Non-classified employees are generally not entitled to tenure. Certain, very limited, exceptions to this general rule are found in Subsection G.6 of these personnel policies and procedures.

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1. Letters of Employment

   a. All faculty employees serve pursuant to employment contracts. The employment contract must include the period of the appointment, salary, pay periods, position title, employment status and such other information as the institution may elect to include in order to define the contract of employment. Non-tenured faculty employees have no continued expectation of employment beyond their current contract of employment. Each faculty employee must acknowledge receipt and acceptance of the terms of the employment contract by signing and returning a copy to the institution initiating the offer of appointment. Failure or refusal of the faculty employee to sign and return a copy of the employment contract within the time specified in the contract is deemed to be a rejection of the offer of employment unless the parties have mutually agreed in writing to extend the time. Nothing in this paragraph prohibits the institution from extending another offer to the employee in the event the initial offer was not signed and returned in a timely manner. Any alteration by the employee of the offer is deemed a counter-offer requiring an affirmative act of acceptance by an officer authorized to enter into contracts of employment binding the institution. Each contract of employment must include a statement to the following effect and intent: "The terms of employment set forth in this letter (contract) of employment are also subject to the Governing Policies and Procedures of the State Board of Education (or the Board of Regents of the University of Idaho, in the case of the University of Idaho), and the policies and procedures of (the institution)."

   b. Term of Appointment - All non-tenured faculty employees have fixed terms of employment. No contract of employment with such an employee may exceed one (1) year without the prior approval of the Board. Employment beyond the contract period may not be legally presumed. Reappointment of a faculty employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

   c. Non-tenured faculty and tenured faculty, who serve pursuant to contracts of employment or notices (letters) of appointment containing a stated salary are not guaranteed such salary in subsequent contracts or appointments, and such salary is subject to adjustment during the contract period due to financial exigency (as provided for in Section II.N of Board Policy) or through furlough or work hour adjustments (as provided for in section II.B.2.c of Board Policy).

   d. Faculty Rank and Promotion

      (1) There are four (4) primary faculty ranks at each institution: (a) professor, (b) associate professor, (c) assistant professor, and (d) instructor. Each institution may establish additional faculty ranks, specify the title of each rank, and delineate the requirements for each faculty rank so established.

Recommendations for additional faculty ranks must be submitted by the chief executive officer to the Board for approval.

(2) Faculty rank, including initial appointment to faculty rank and any promotion to a higher rank at an institution, is located in a department or equivalent unit.

(3) Each institution must establish criteria for initial appointment to faculty rank and for promotion in rank at the institution. Such criteria must be submitted to the Board for approval, and upon approval must be published and made available to the faculty.

(4) Persons who have made substantial contributions to their fields of specialization or who have demonstrated exceptional scholarship and competence or appropriate creative accomplishment of recognized outstanding quality may be appointed to faculty rank without satisfying established institutional criteria for initial appointment or promotion, provided that the qualifications of such individuals have been reviewed in accordance with institutional procedures and the appointment is recommended by the chief executive officer and approved by the Board.

(5) A non-classified employee may hold faculty rank in a department or equivalent unit in which rank has previously been established by the institution. A non-classified employee may be granted rank at the time of appointment or subsequent thereto, or may be promoted in rank, if such employee meets the criteria for rank as established by the institution and approved by the Board.

2. Compensation

a. Salary

All initial salaries for faculty employees are established by the chief executive officer, subject to approval by the Board where applicable. Payment in addition to regular salaries must be authorized by the chief executive officer and reported to the Board. The Board may make subsequent changes for faculty employee positions or may set annual salary guidelines and delegate to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective and paid to the employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board Authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.

b. Salaries, Increases and other Compensation related items

(1) For purposes of categorizing faculty employees for salary and reporting purposes, the following definition applies: Faculty includes all persons whose specific assignments customarily are made for the purpose of conducting instruction, research, or public service as a principal activity (or activities), and who hold the following academic rank or titles of professor, associate professor, assistant professor, instructor, lecturer, or the equivalent of any of these academic ranks. Report in this category deans, directors, or the equivalents, as well as associate deans, assistant deans, and executive officers of academic departments (chairpersons, heads, or the equivalent) if their principal activity is instructional. Do not include student teaching or research assistants or medical interns or residents. (For reporting purposes, deans, associate deans, and assistant deans are included in the executive/administrative category.)

(2) Credited State Service/Full Time Status - A faculty member employed for an academic year and paid over a twelve-month period will be credited with twelve (12) months of state service. For all benefit status determinations and calculations, faculty members shall be considered full time, year round employees of the employing institution as long as the employee's teaching; research and service duties are commensurate with the full time faculty work load assignment as defined by the employing institution.

(3) Pay Periods - All faculty employees, including those on academic year appointments, are paid in accordance with a schedule established by the state controller.

(4) Automobile Exclusion - Unless expressly authorized by Board policy, no faculty employee will receive an automobile or automobile allowance as part of his/her compensation.

3. Annual Leave

a. Only faculty members serving twelve (12) month appointments earn annual leave. Such annual leave shall be earned in the same manner as for non-classified employees.

~~a.~~b. Pursuant to section 59-1606(3), Idaho Code, when a faculty member has accrued annual leave for service on a 12 month appointment, and subsequently such faculty member returns to a faculty position of less than 12 months where annual leave does not accrue, then the institution may pay the faculty member, as supplemental pay, the accrued annual leave balance.

~~b.~~c. Sabbatical Leave

(1) Eligibility

A sabbatical leave may be granted at the discretion of the chief executive officer to a tenured faculty member (or a professional-technical faculty member) who has completed at least six (6) years of full-time service at an institution. A sabbatical leave may not be awarded to the same faculty member more than once in any six (6) academic years and sabbatical leave time is not cumulative. Sabbatical leave proposals must be submitted, reviewed, and processed according to policies and procedures established at each institution. A sabbatical leave may be used for the purpose of acquiring new professional skills and updating professional skills or conducting research. Sabbatical leave awards are fully dependent on the availability of appropriate funding.

(2) Term

The term of a sabbatical leave is either one (1) academic semester at full pay or two (2) semesters at half pay.

(3) Condition

Each faculty member who is granted a sabbatical leave must serve at the institution for at least one (1) academic year after completion of the sabbatical unless the chief executive officer approves a waiver of the requirement.

(4) Report on Sabbatical Leave

By the end of the first semester following return to the institution from a sabbatical leave, the faculty member must submit a written account of sabbatical activities and accomplishments to the academic vice president.

(5) Report to the Board

The chief executive officer must report the names of faculty members awarded sabbatical leaves and a brief statement of the purposes of each sabbatical in their semi-annual report to the Board

4. Performance Evaluation

a. Annual Evaluation - Each year the chair of a department must submit to the dean of the chair's college an evaluation of each faculty member in the department. This evaluation, together with the input of higher administrators, will be used as (1) basis for the final recommendation relative to reappointment, non-reappointment, acquisition of tenure, or other personnel action, whichever is

appropriate. The chairman must communicate an assessment of strengths and weaknesses to each faculty member evaluated.

b. Evaluation Criteria - Evaluation of faculty should be made in terms of the individual's effectiveness. Each institution shall publish its criteria for annual evaluation and ensure that all members of the faculty have access to the criteria.

c. Any written recommendations that result from evaluation of a faculty employee will be given to the employee and a copy will be placed in the employee's file.

d. Each institution must develop policies, procedures, and measurement instruments to be used in the evaluation by students of faculty teaching effectiveness.

5. Non-renewal of Non-tenured Faculty Members

a. Notice of non-renewal must be given in writing and in accordance with the following standards:

(1) First Year Of Service - Not later than March 1 of the first full academic year of service if the appointment is not to be renewed at the end of the academic year; or if a one-year appointment terminates during an academic year and is not to be renewed, at least three (3) months in advance of its termination.

(2) Second Year of Service - Not later than December 15 of the second full academic year of service if the appointment is not to be renewed at the end of the academic year; or, if the appointment terminates during an academic year and is not to be renewed, at least six (6) months in advance of its termination.

(3) Three (3) Or More Years Of Service – Not later than July 15 preceding the academic year at the end of which the appointment is to be terminated; or, if the appointment terminates during an academic year and is not to be renewed, at least twelve (12) months in advance of its termination.

(4) Failure to provide timely notice of non-renewal because of mechanical, clerical, or mailing error does not extend or renew the letter or contract of employment for another term, but the existing term of employment will be extended to provide the employee with a timely notice of non-renewal.

(5) Financial Exigency - Notice of non-renewal is not required when the Board has authorized a reduction in force resulting from a declaration of financial exigency and a non-tenured faculty member is to be laid off. In that event, notice of layoff must be given as provided under the policies for reduction in force.

b. Request For Review

(1) Non-renewal is not subject to investigation or review except that the employee may request an investigation or review to establish that written notice was or was not received in accordance with the time requirements set forth in this section. In such cases, the investigation or review will be concerned only with manner and date of notification of non-renewal. The employee must request such investigation or review in writing of the chief executive officer within fifteen (15) days of receipt of the written notice of non-renewal.

(2) Provided, however, that if the non-tenured faculty member presents bona fide allegations and evidence in writing to the chief executive officer of the institution that the non-reappointment was the result of discrimination prohibited by applicable law, the non-tenured faculty member is entitled to use the internal discrimination grievance procedure to test the allegation. In such cases, the same procedures, burden of proof, time limits etc. as set forth for the grievance of non-renewal by non-classified employees shall be used (see subsection F).

c. Non-tenured faculty members who are notified that they will not be reappointed or that the succeeding academic year will be the terminal year of appointment are not entitled to a statement of reasons upon which the decision for such action is based. No hearing to review such a decision will be held.

6. Tenure

a. Tenure Defined - Tenure is a condition of presumed continuous employment following the expiration of a probationary period and after meeting the appropriate criteria. After tenure has been awarded, the faculty member's service may be terminated only for adequate cause; except in the case of retirement or financial exigency as declared by the Board; in situations where extreme shifts of enrollment have eliminated the justification for a position; or where the Board has authorized elimination or substantial reduction in a program. Tenure status is available only to eligible, full-time institutional faculty members, as defined by the institution. All faculty appointments are subject to the approvals as required in Board policy. Nontenured members of the faculty are appointed to term appointments pursuant to subsection G1. Any commitment to employ a nontenured member of the faculty beyond the period of his or her current term of appointment is wholly ineffective.

b. Acquisition of Tenure

(1) Professional-Technical Faculty hired under the division of professional-technical education prior to July 1, 1993 who were granted tenure may

retain tenure in accordance with these policies. Individuals hired under the Division of Professional-Technical education subsequent to July 1, 1993 are hired and employed as nontenure track faculty and will:

(a) be afforded the right to pursue promotion; and
(b) be considered and granted an employment contract in accordance with these policies and be subject to continued acceptable performance and/or the needs of the institution; and
(c) be afforded on opportunity to serve on institutional committees.

(2) Academic faculty member~~s~~, after meeting certain requirements~~,~~ established by the employing institution, may acquire tenure. Each institution shall develop policies for the acquisition of tenure that are consistent with this general philosophy and policy statement of the Board. Acquisition of tenure is not automatic, by default or defacto, but requires an explicit judgment, decision, and approval. A faculty member is eligible to be evaluated for the acquisition of tenure after having completed four (4) full years of academic employment at the institution, although tenure may be awarded prior to completion of this initial eligibility period in certain exceptional cases as provided in Board Policy II.G.6.d.4.a). In addition, an academic faculty member must be evaluated for the acquisition of tenure not later than the faculty member's sixth (6th) full academic year of employment at the institution. In certain exceptional cases a faculty member may petition for extension of the timeline for tenure due to extenuating circumstances as provided in Board Policy II.g.6.d.4.b).

c. Notification - An individual eligible for tenure must be informed, by proffered written contract, of appointment or nonappointment to tenure not later than June 30 after the academic year during which the decision is made. In case of denial of tenure, the faculty member must be given a written notice that tenure was denied.

d. Standards of Eligibility for Tenure

(1) Annual Appointments - Until the acquisition of tenure, all appointments are made for a period not to exceed one (1) year. Prior to the award of tenure, employment beyond the annual term of appointment may not be legally presumed.

(2) Service in Professional Rank - All satisfactory service in any professorial rank may be used to fulfill the time requirement for acquiring tenure. Each institution must develop criteria and rules by which prior service may be evaluated for inclusion in experience necessary for acquiring tenure.

(3) Service in Instructor Rank - A maximum of two (2) years satisfactory service in the rank of instructor at the institution will be allowed in partial fulfillment of the time requirement in the professorial ranks. Faculty members who hold the rank of instructor may be eligible for tenure status if provided for by the institution even though they teach in fields that have established professorial ranks.

(4) Exceptional Cases

(a) Tenure may be awarded prior to completion of the usual eligibility period in certain exceptional cases. In such cases, the burden of proof rests with the individual.

(b) Extension of the tenure review period may be granted in certain exceptional cases. In such cases the faculty member must formally request such an extension and indicate the reason for the request. An institution that permits an extension of the tenure review period must include in its policies the procedure a faculty member must follow to request such an extension, and the basis for determining the modified timeline for review.

e. Evaluation For Tenure - It is expected that the chief executive officer, in granting tenure, will have sought and considered evaluations of each candidate by a committee appointed for the purpose of annual evaluations or tenure status. Such committee must consist of tenured and non-tenured faculty; student representation; and one (1) or more representatives from outside the department. Each member of the committee has an equal vote on all matters. The committee must give proper credence and weight to collective student evaluations of faculty members, as evidenced by an auditing procedure approved by the chief executive officer. The recommendation of the committee will be forwarded in writing through appropriate channels, along with written recommendations of the department chairperson or unit head, dean, and appropriate vice president, to the chief executive officer, who is responsible for making the final decision.

f. Award of Tenure - The awarding of tenure to an eligible faculty member is made only by a positive action of the chief executive officer of the institution. The president must give notice in writing to the faculty member of the approval or denial of tenure. Notwithstanding any provisions in these policies to the contrary, no person will be deemed to have been awarded tenure because notice is not given

g. Periodic Performance Review of Tenured Faculty Members - It is the policy of the Board that at intervals not to exceed five (5) years following the award of tenure to faculty members, the performance of tenured faculty must be reviewed by members of the department or unit and the department

chairperson or unit head. The review must be conducted in terms of the tenured faculty member's continuing performance in the following general categories: teaching effectiveness, research or creative activities, professional related services, other assigned responsibilities, and overall contributions to the department.

(1) Procedures for periodic review - Each institution must establish procedures for the performance review of tenured faculty members at the institution. Such procedures are subject to the review and approval of the Board. Each year the academic vice president or designee is responsible for designating in writing those tenured faculty members whose performance is subject to review during the year.

(2) Review standards - Each institution may establish its own internal review standards subject to approval by the Board. Absent such institutional standards, the institution must use the following standards.

If during the periodic review, the performance of a tenured faculty member is questioned in writing by a majority of members of the department or unit, the department chairperson or unit head, the appropriate dean, the appropriate vice president, or the chief executive officer, then the appropriate vice president or equivalent administrator must decide whether a full and complete review must be conducted in accordance with the procedures established for the initial evaluation for tenure at the institution. If during the periodic review, the performance of a tenured faculty member is not questioned in writing, members of the department or unit and the department chairperson or unit head must prepare a written review statement that the performance review has been conducted and that a full and complete review is not required.

(3) Exception for Associate Professors in the Promotion Process - Generally, the promotion from the rank of associate professor to full professor is considered no earlier than the fifth full year after attaining the rank of associate professor, which is generally contemporaneous with the granting of tenure. In such cases, if review for promotion to full professor is scheduled during the fifth, sixth or seventh full year after the award of tenure then the promotion review may, if it meets substantially similar criteria and goals of the post tenure review, take the place of the periodic performance review described here.

(4) Termination of employment - If, following a full and complete review, a tenured faculty member's performance is judged to have been unsatisfactory or less than adequate during the period under review, the chief executive officer may initiate termination of employment procedures for the faculty member. In other words, an unsatisfactory or less than

adequate performance rating shall constitute adequate cause for dismissal.

h. Dismissal for Adequate Cause - Tenured faculty members may be dismissed for adequate cause as provided for in Subsection L of this Section.

i. Tenure for Academic Administrators

(1) "Academic administrators," for purposes of this topic, means the chief executive officer/presidents, chief academic officers/provosts, vice provosts or equivalent of the institutions, the deans, associate/assistant deans, and department chairs of the academic units of the institutions, and the vice presidents for research of the institutions, and shall not include persons occupying other administrative positions.

(2) An employee with tenure in an academic department or equivalent unit who is appointed to an academic administrator position retains tenure in that department or equivalent unit

(3) An individual hired for or promoted to an academic administrator may be considered for a tenured faculty rank in the appropriate department or equivalent unit. Such consideration is contingent upon approval by the institution's president.

(4) Upon termination of employment as an academic administrator, an employee with tenure may, at his or her option, return to employment in the department or equivalent unit in which he or she holds tenure unless such employee resigns, retires, or is terminated for adequate cause.

(5) An individual hired for a non-academic administrator position from outside the institution will not be considered for tenured faculty rank in conjunction with such appointment. However, he or she may be granted an adjunct faculty appointment, upon the recommendation of the appropriate department and dean and with the approval of the provost or chief academic officer and president, if the individual will teach and otherwise contribute to that department.

(6) Notwithstanding the above, each administrative employee who is granted tenure shall be reviewed in accordance to policies established at each institution for the evaluation of an academic administrator.

j. Terminal Contract of Employment - If a faculty member is not awarded tenure, the chief executive officer must notify the faculty member of the decision not to recommend tenure and may, at his or her discretion, either issue to the faculty member a contract for a terminal year of employment, or, at the sole

discretion of the chief executive officer, issue to the faculty member contracts of employment for successive periods of one (1) year each. Such appointment for faculty members not awarded tenure must be on an annual basis, and such temporary appointments do not vest in the faculty member any of the rights inherent in tenure and there shall be no continued expectation of employment beyond the annual appointment.

k. When authorized by the chief executive officer, or his or her designee, the year in which the tenure decision is made may be the terminal year of employment.

l. Effect of lapse in service, transfer, reassignment, reorganization, and administrative responsibilities.

(1) A non-tenured faculty member who has left the institution and is subsequently reappointed after a lapse of not more than three (3) years may have his or her prior service counted toward eligibility for the award of tenure. Eligibility for the award of tenure must be clarified in writing before reappointment. A tenured faculty member who has left the institution and is subsequently reappointed after a lapse of not more than three (3) years must have tenure status clarified in writing by the president or his designee before appointment. The faculty member may be reappointed with tenure, or may be required to serve additional years before being reviewed for tenure status.

(2) Before a non-tenured faculty member holding academic rank is moved from one position in the institution to another, the member must be informed in writing by the academic vice president, after consultation with the receiving department, as to the extent to which prior service may count toward eligibility for tenure status.

(3) No faculty member's tenure in a discipline may be adversely affected by the reorganization of the administrative structure. A faculty member's tenure is not affected by reassignment of administrative responsibilities.

(4) When a tenured faculty member is serving as department chairman, college dean, or in some other administrative or service capacity, retention of membership, academic rank, and tenure in the subject-matter department or similar unit is maintained. Should the administrative or service responsibilities terminate, the member takes up regular duties in the discipline within which membership, academic rank, and tenure was retained.

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**SUBJECT**

Grievance and Appeal Procedures, Board Policy II.M. Second Reading

**REFERENCE**

| | |
|---|---|
| February 2010 | Clarified the broad authority of the institution chief executive officers for personnel matters affecting the institutions |
| April 2011 | Board approved first reading |

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

In April 2011 the Board approved the first reading to amend Board Policy II.M.2. on Appointment Authority and Procedures.

**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 –Revised Policy, Section II.M.2. Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no changes from the first reading. Board staff recommends approval of the second reading of Board Policy II.M.2.

**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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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)

Each institution and agency must establish 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.

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.

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## SUBJECT

Board Supplemental 403(b) Retirement Plan

## REFERENCE

| | |
|---|---|
| February 2011 | Board approved motion to freeze contributions into and transfers or rollovers from the current Supplemental Retirement Benefit Plan |

## APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.K.2.
Sections 33-107A, 33-107B, Idaho Code

## BACKGROUND / DISCUSSION

The Board suspended its highly compensated employee supplemental retirement plan ("HCE Plan") on the recommendation of tax counsel who advised that there are more appropriate plan vehicles that can be designed to achieve the Board's objectives in recruiting and retaining key university officials. To that end, Board staff worked with tax counsel to craft a new Supplemental 403(b) Retirement Plan (the Plan).

Eligible participants in the Plan (key institution employees) are determined by the Board and listed by name in Appendix A to the Plan. In the event the Board desires to expand the Plan participants, it could do so by approving a revision to append Appendix A without having to also amend the entire Plan document.

Eligible employees must make a one-time irrevocable election to participate in the Plan. The "includable compensation" upon which contributions to the Plan are based is an employee's contract base salary up to an IRS maximum (currently $245,000). Plan designates TIAA-CREF and VALIC as the Plan's exclusive vendors.

Employer and mandatory employee contributions (as a percent of base salary up to the IRS limit) to the Plan are specified in the Appendix A. For the majority of participants the contribution rate is set for calendar years 2011 and 2012, and then increases by 0.10% for calendar years 2013 and 2014. The Board would need to review the Plan and establish contribution rates for calendar years after 2014.

## IMPACT

The Plan attempts to replicate the HCE Plan to the extent possible in terms of employer and mandatory employee contribution amounts.

## ATTACHMENT

Attachment 1 – Supplemental Retirement 403(b) Plan Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Internal Revenue Code provisions with respect to the deferral of income in retirement plans are highly complex. Accordingly, all the Board's retirement plans are reviewed on a regular basis by tax counsel. With respect to this Plan, tax counsel believes this Plan is a better and more appropriate deferred income plan for key institution employees than the HCE Plan. Staff recommends approval.

**BOARD ACTION**

I move to approve the Supplemental 403(b) Retirement Plan in substantial conformance with the plan document submitted to the Board as Attachment 1, and to authorize the Board's Chief Fiscal Officer to execute the Plan document on behalf of the Board.

Moved by_____ Seconded by_____ Carried Yes____ No____

# Idaho State Board of Education

# Supplemental Retirement 403(b) Plan

## Section 1
## Definition of Terms Used

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 **"Account":** The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 **"Account Balance":** The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Mandatory Contributions, Employer Contributions, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 **"Administrator":** The Idaho State Board of Education, located at 650 W. State Street, Boise, Idaho 83720, is the administrator of this Plan and has designated the following as responsible for enrolling Participants, sending Plan contributions for each Participant to the Fund Sponsor(s) selected by a Participant, and for performing other duties required for the operation of the Plan:

Chief Fiscal Officer
Office of the Idaho State Board of Education

Vice President for Finance and Administration
Boise State University

Vice President for Finance and Administration
Idaho State University

Vice President for Finance and Administration
University of Idaho

Vice President for Finance and Administration
Lewis-Clark State College

Vice President for Finance and Administration
Eastern Idaho Technical College

1.4 **"Annuity Contract":** A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in Idaho and that includes payment in the form of an annuity.

1.5 **"Beneficiary":** The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 **"Custodial Account":** The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.7 **"Code":** The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 **"Disabled":** The definition of disability provided in the applicable Individual Agreement.

1.9 **"Eligible Employee":** Each individual listed in Appendix A, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.10 **"Employer":** Employer means the Board and employment units under its jurisdiction, namely:

Office of the Idaho State Board of Education
Boise State University
Idaho State University
University of Idaho
Lewis-Clark State College
Eastern Idaho Technical College

1.11 **"Employer Contributions**": The Employer contributions made to the Plan by the Participant's Employer that do not reduce the Participant's cash compensation.

1.12 **"Funding Vehicles":** The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.13 **"Includible Compensation":** An Employee's contract base salary (exclusive of taxable fringe benefits), but subject to a maximum of $200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code. The amount of Includible Compensation is determined without regard to any community property laws.

1.14 **"Individual Agreement":** The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.15 "**Mandatory Contributions":** The Employer contributions required to be made to the Plan by the Participant in lieu of receiving cash compensation.

1.16 **"Participant":** An individual for whom contributions are currently being made, or for whom contributions have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

1.17 **"Plan":** Idaho State Board of Education Supplemental Retirement 403(b) Plan.

1.18 **"Plan year":** The calendar year, which is also the limitation year for purposes of Code section 415.

1.19 **"Related Employer":** The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.20 **"Severance from Employment":** For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

1.21 **"Vendor":** The provider of an Annuity Contract or Custodial Account.

1.22 **"Valuation Date":** Each business day.

## Section 2
## Participation and Contributions

2.1 **Notification.** The Employer will notify an Eligible Employee when he or she becomes an Eligible Employee listed in Appendix A. An Eligible Employee who complies with the requirements of this Plan to become a Participant is entitled to the benefits and is bound by all the terms , provisions, and conditions of this Plan, including any amendments that, from time to time, may be adopted, and including the terms, provisions and conditions of any Funding Vehicles to which Plan contributions for the Participant have been applied.

2.2 **Enrollment in Plan – One Time Irrevocable Election.** To participate in this Plan, an Eligible Employee must complete the necessary enrollment form(s) and return them to the Employer. An employee who has been notified that he or she is an Eligible Employee listed in Appendix A but who fails to return the enrollment forms within 30 days of receipt of the enrollment forms will be deemed to have waived all of his or her rights under the Plan. This procedure is designed to give an Eligible Employee a one time irrevocable option to participate in the Plan. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Plan contributions are to be made and a designation of Beneficiary. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

2.3 **Information Provided by the Employee**. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 **Change in Beneficiary or Investment.** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time change his or her investment direction and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.

2.5 **Contribution Amounts**. Employer Contributions and Mandatory Contributions shall equal the percentage of the Participant's Includible Compensation indicated for the Participant on Appendix A.

2.6 **Contributions Made Promptly.** Mandatory Contributions under the Plan shall be transferred to the applicable Funding Vehicle as part of the Employer's biweekly payroll processing and within 15 business days following the end of the pay date in which the amount would otherwise have been paid to the Participant. Employer Contributions shall be credited to the applicable Funding Vehicle as part of the Employer's biweekly payroll processing and within 15 business days following the end of the pay date.

2.7 **Leave of Absence.** If an Employee is absent from work by leave of absence, Mandatory Contributions and Employer Contributions under the Plan shall continue to the extent that Includible Compensation continues.

## Section 3
## Limitations on Contributions

3.1 **Annual Limitation.** This Plan incorporates by reference the final Treasury Regulations under Code section 415 and applies the definition of compensation under Treasury Regulation section 1.415(c)-2(d)(3) for purposes of the Code section 415 limits. If a Participant's annual addition under this Plan and all other plans that must be aggregated with this Plan in accordance with the final Treasury Regulations under Code section 415 exceed the limit under such Regulations for a limitation year, the excess shall be attributed to this Plan, except that in the case of a Participant who also participates in the Boise State University Section 403(b) Base Plan (the "Base Plan") the excess annual additions that would otherwise be made to the Participant's Base Plan account shall be attributed to the Base Plan.

3.2 **Protection of Persons Who Serve in a Uniformed Service.** In the case of a Participant whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code this Plan will comply with all applicable requirements of Code section 414(u) and the Heroes Earnings Assistance and Relief Act of 2008 (the "HEART Act").

## Section 4
## Benefit Distributions

4.1 **Benefit Distributions At Severance from Employment or Other Distribution Event.** Except as permitted under Section 4.5 (relating to withdrawals of amounts rolled over into the Plan), or Section 7.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59 ½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

4.2 **Small Account Balances.** The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed $5,000 (determined without regard to any separate account that holds rollover contributions under Section 6.1) and any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000).

4.3 **Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations

thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations.

4.4 **In-Service Distributions From Rollover Account.** If a Participant has a separate account attributable to rollover contributions to the plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

4.5 **Rollover Distributions.**

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

## Section 5
## Rollovers to the Plan and Transfers

5.1 **Eligible Rollover Contributions to the Plan.**

(a) **Eligible Rollover Contributions.** To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. However, in no event does the Plan accept a rollover contribution from a Roth IRA described in section 408A of the Code.

(b) **Eligible Rollover Distribution.** For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) **Separate Accounts.** The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

5.2 **Contract and Custodial Account Exchanges.**

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section 3 (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 5.2 are satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts or custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following:

(i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 4.1);

(ii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits; and

(2)Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements.

(e) If any Vendor ceases to be eligible to receive contributions under the Plan, the Employer will enter into an information sharing agreement as described in Section 5,2(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 5.2(d)(1) and (2).

## Section 6
## Investment of Contributions

6.1 **Manner of Investment.** All amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

6.2 **Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

6.3 **Current and Former Vendors.** The Teachers Insurance and Annuity Association of America and College Retirement Equities Fund (TIAA-CREF) and the Variable Annuity Life Insurance Company (VALIC) shall be the exclusive Vendors under the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive contributions under the Plan and a Vendor holding assets under the Plan in accordance with Section 5.2), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

## Section 7
## Amendment and Plan Termination

7.1 **Termination of Contributions.** The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

7.2 **Amendment and Termination.** The Employer reserves the authority to amend or terminate this Plan at any time.

7.3 **Distribution upon Termination of the Plan.** The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

## Section 8
## Miscellaneous

8.1 **Non-Assignability.** Except as provided in Section 8.2 and 8.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

8.2 **Domestic Relation Orders.** Notwithstanding Section 8.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

8.3 **IRS Levy.** Notwithstanding Section 8.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States

Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

8.4 **Tax Withholding.** Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

8.5 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

8.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

8.7 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on Idaho State Board of Education's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

8.8 **Incorporation of Individual Agreements.** The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

8.9 **Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

8.10 **Headings.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

8.11 **Gender.** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

## APPENDIX A

## ELIGIBLE EMPLOYEES

The contribution percentages listed in this Appendix A are set by a formula established by the Employer. Each Eligible Employee has not exercised any control, direct or indirect, over the contribution percentages listed in this Appendix A.

**1.** For Calendar Years 2011 and 2012 the Contributions Amounts (as referenced in Section 2.5) shall be as follows:

| Employee | Employer Contribution | Mandatory Employee Contribution |
|---|---|---|
| Robert Kustra | 3.46% | 2.60% |
| Arthur Valias | 2.98% | 2.24% |
| Chris Petersen | 10.52% | 6.97% |
| Leon Rice | 3.59% | 2.70% |

**2.** For Calendar Year 2011 the Contributions Amounts (as referenced in Section 2.5) shall be as follows:

| Employee | Employer Contribution | Mandatory Employee Contribution |
|---|---|---|
| M. Duane Nellis | 6.90% | 5.19% |

**3.** For Calendar Year 2012 the Contributions Amounts (as referenced in Section 2.5) shall be as follows:

| Employee | Employer Contribution | Mandatory Employee Contribution |
|---|---|---|
| M. Duane Nellis | 3.41% | 2.56% |

**4.** For Calendar Years 2013 and 2014 the Contributions Amounts (as referenced in Section 2.5) shall be as follows:

| Employee | Employer Contribution | Mandatory Employee Contribution |
|---|---|---|
| Robert Kustra | 3.56% | 2.70% |
| Arthur Valias | 3.08% | 2.34% |
| M. Duane Nellis | 3.51% | 2.66% |
| Chris Petersen | 10.52% | 6.97% |
| Leon Rice | 3.69% | 2.80% |

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed this ____ day of _____, _____.

Employer: _____

By: _____

Title: _____

Date signed: _____

Effective Date of the Plan: _____

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## BOISE STATE UNIVERSITY

### SUBJECT

Provost and Vice President for Academic Affairs Position – Multi-Year Contract

### APPLICABLE STATUTE, RULE, OR POLICY

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

### BACKGROUND/DISCUSSION

Boise State University requests Board approval to offer a multi-year contract to Dr. Martin Schimpf as Provost and Vice President for Academic Affairs. The proposed term is for three years, May 15, 2011 - June 30, 2014.

The Provost position is one that provides vision and leadership to the faculty and administration at the University. Boise State University intends to appoint Dr. Schimpf as the Provost in accordance with the terms and conditions in the proposed employment contract submitted herewith.

Dr. Schimpf has been a faculty member of Boise State University for 21 years. During that time he has served as professor, department chair, associate dean and college dean. Since Fall 2010, Dr. Schimpf has been serving as Interim Provost in addition to his responsibilities as Dean of the College of Arts and Sciences.

The Provost supervises all academic units and programs, including 43 departments and 625 faculty serving nearly 20,000 students. The Provost is responsible for ensuring the quality of the faculty and student body through leadership in areas such as academic policies, promotion and tenure, faculty recognition, the library, the Honors College and academic support services.

Dr. Schimpf is uniquely qualified to serve in this capacity as Provost and to provide leadership, vision and a strong voice of advocacy as the University's chief academic officer. A multi-year contract is necessary to convey the University's strong commitment to Dr. Schimpf's service in this capacity; to provide strategic stability and to benefit the mission of the University.

In his career, Dr. Schimpf has been the recipient of 21 research grants totaling $2.7 million and has 71 peer-reviewed publications. He has reviewed more than 200 research proposals and manuscripts for funding agencies and professional journals. Dr. Schimpf has two chemistry degrees with a bachelor of science from the University of Washington and a Ph.D. from the University of Utah.

Notwithstanding the multi-year term, the employment contract establishes appropriate procedures regarding dismissal for cause.

**IMPACT**

The salary range is $229,507 annually, such salary increases as may be determined appropriate by the President as consistent with the raises granted to other employees of the University.

**ATTACHMENTS**

Attachment 1 – Proposed Contract Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy II.F. provides polices regarding non-classified employees. The policy requires employment contracts for non-classified employees to contain certain standard terms and conditions. Staff has verified that the proposed contract contains the required terms and conditions.

The Policy also provides that "salaries for new appointments to … vice president … may not exceed the median rate for such position established by the College and University Professional Association for Human Resources (CUPA-HR), or its equivalent, without prior Board approval." The median rate for a provost position is $232,283.

Finally, II.F.1.b.(5) states that "no contract of employment with … [a non-classified] employee may exceed one (1) year without the prior express approval of the Board." Since the contract contemplates a multi-year term, Board approval is necessary.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into a three-year contract with Dr. Martin Schimpf as Provost and Vice President for Academic Affairs of the University, in substantial conformance to the form submitted to the Board, and to authorize the President of Boise State University to execute the contract.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

# EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between Boise State University ("University") and Martin Schimpf ("Employee").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Employee as "Provost and Vice President for Academic Affairs" (the "Position"). Employee represents and warrants that Employee is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Employee shall report and be responsible to the University President.

1.3. Duties. Employee shall perform such duties in the University as the President may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Employee to duties at the University other than as set forth herein, provided that Employee's compensation and benefits shall not be affected by any such reassignment.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on May 15, 2011 and terminating, without further notice to Employee, on June 30, 2014 (the "Term") unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Employee, 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.

2.3. Tenure. Employee's tenure in the College of Arts and Sciences, Department of Chemistry, shall be unaffected by Employee's appointment to the Position.

ARTICLE 3

3.1. Regular Compensation.

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

(a) An annual salary of $229,507 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by

the President as consistent with the raises granted to other employees of the University annually;

(b) The opportunity to receive such employee benefits calculated on the above salary as the University provides generally to non-faculty exempt employees.

3.2. General Conditions of University Based Compensation. All compensation provided by the University to Employee is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Employee participates.

ARTICLE 4

4.1. Outside Activities. Employee shall not undertake any business, professional or personal activities, or pursuits that would prevent Employee from fulfilling Employee's performance duties under this Agreement, or that, in the opinion of the University, would reflect adversely upon the University. Employee may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the President.

ARTICLE 5

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

5.1.1. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Employee, 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.

5.2. Termination of Employee 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 Employee.

5.2.2. In the event the University terminates this Agreement for convenience, Employee may return to the faculty. During the natural Term of this Agreement, Employee's salary will continue as set forth in Section 3.1.1. Upon conclusion of the natural Term of this Agreement, Employee's nine (9) month faculty salary as a full professor will be either $103,000 per year or the College and University Professional Association ("CUPA") median for professors of Chemistry at doctoral granting institutions, whichever is greater ("Faculty Salary").

5.3 Termination Due to Disability or Death of Employee.

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

5.3.2. If this Agreement is terminated because of Employee's death, Employee's salary and all other benefits shall terminate as of the last day worked, except that the Employee'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 Employee's estate or beneficiaries thereunder.

5.3.3. If this Agreement is terminated because the Employee 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, all salary and other benefits shall terminate, except that the Employee 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.

5.4. No Liability. The University shall not be liable to Employee 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 Employee, regardless of the circumstances.

5.5. Return to Faculty Upon Nonrenewal. Should the University elect not to renew Employee's appointment to the Position, Employee will be asked to return to the faculty and shall be compensated with the Faculty Salary. Upon Employee's return to the faculty, Employee will be granted at least twelve (12) months employment at the Faculty Salary without teaching or service assignments to allow Employee time to engage in research and prepare lectures and class materials as may be necessary to prepare for Employee's return to the faculty.

ARTICLE 6

6.1. Board Approval. This Agreement shall not be effective until and unless approved by 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 and the President; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2. Governing Policies and Procedures. The terms of employment set forth in this Agreement are subject to the governing policies and procedures of the State Board of Education and the policies and procedures of Boise State University, and as such, may be amended from time to time and without notice during the Term of this Agreement.

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

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

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

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

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

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

6.9. Non-Confidentiality. The Employee hereby consents and agrees that this document may be released and made available to the public after it is signed by the Employee. The Employee 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: | Boise State University<br>Office of the President<br>1910 University Drive<br>Boise, Idaho 83725-1000 |
| the Employee: | Martin Schimpf<br>[Employee's last known address on file with<br>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 Employee 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.

| UNIVERSITY | EMPLOYEE |
|---|---|
| _____ | _____ |
| Robert W. Kustra, President | Martin Schimpf |

Approved by the Board on the _____ day of _____, 2011.

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## IDAHO STATE UNIVERSITY

### SUBJECT

Approval of multi-year employment agreement for Seton Sobolewski, Head Women's Basketball Coach

### APPLICABLE STATUTE, RULE OR POLICY

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

### BACKGROUND/DISCUSSION

Idaho State University (ISU) requests approval of a four-year employment agreement with Seton Sobolewski, Head Women's Basketball Coach, (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of the employment. A Model Contract Matrix and red-line version of the Employment Agreement that identifies departures from the model contract form and provides justification for these changes are included as Attachments 2 and 3. The position is funded by state appropriated funds.

### IMPACT

This contract will provide a stable coaching environment for the women's basketball program as well as stability and consistency for the Athletic Department as a whole.

### ATTACHMENTS

Attachment 1 - Employment Agreement Page 3
Attachment 2 - Employment Agreement – Redline Page 17
Attachment 3 -Model Contract Matrix Changes Page 33

### STAFF AND COMMENTS AND RECOMMENDATIONS

This is an employment contract for ISU's women's basketball coach. The salary is $85,612.80 per year, with Supplemental Compensation as follows:

| | | | |
|---|---|---|---|
| Conference Champion or Co-Champion | | | $3,292.80 |
| Big Sky Conference Tournament Winner or NCAA Women's Basketball Tournament berth | | | $3,292.80 |
| Record Bonus (20+ regular season wins) | | | $3,500 |
| Money Games | | | 3 - 5% of contract |
| NCAA Women's Basketball Tournament | | | |
| Round 1 | 64 Teams | 1st win | $3,000 |
| Round 2 | 32 Teams | 2nd win | $6,000 |
| Round 3 | 16 Teams | 3rd win | $9,000 |
| Round 4 | 8 Teams | 4th win | $12,000 |
| Round 5 | 4 Teams | 5th win | $15,000 |
| Round 6 | 2 Teams | 6th win | $18,000 |
| NCAA National Championship Winner Bonus Total: | | | $63,000 |

WNIT Women's Basketball Post-Season Tournament

| | | | |
|---|---|---|---|
| Round 1 | 32 Teams | 1st win | $1,000 |
| Round 2 | 16 Teams | 2nd win | $2,000 |
| Round 3 | 8 Teams | 3rd win | $3,000 |
| Round 4 | 4 Teams | 4th win | $4,000 |
| Round 5 | 2 Teams | 5th win | $5,000 |
| WNIT Championship Winner Bonus Total: | | | $15,000 |

Annual Media Payment $5,000

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% = $2,000
60th - 69.9% = $4,000
70th - 79.9 % = $6,000
80th % or above = $8,000

Maximum potential annual compensation (base salary plus maximum potential supplemental compensation) would be $171,698.40, plus percentage of money game(s) contract.

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 $25,000 for the first year, $20,000 for the second year and $10,000 for the third year.

The agreement contains a provision for a possible renewal 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 agreement with Seton Sobolewski, Head Women's Basketball Coach for a term commencing May 9, 2011 and terminating May 9, 2015, in substantial conformance with the contract submitted to the Board as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

# EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Seton Sobolewski (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 basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four ( 4 ) years, commencing on May 09, 2011 and terminating, without further notice to Coach, on May 09, 2015 unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of $85,612.80 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees);

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the 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 Basketball Tournament berth, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the 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 $8,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team's four-year APR national ranking based on attainment of the following levels:

| Team APR Ranking | Incentive Pay |
|---|---|
| 50%-59% | $ 2,000.00 |
| 60%-69% | $ 4,000.00 |
| 70%-79% | $ 6,000.00 |

| | |
|---|---|
| 80% or above | $ 8,000.00 |

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

3.2.4 *Record Bonus*. Each year the Team the team wins twenty (20) or more regular season games within a single season, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in the amount of $3,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 *Women's Basketball "Money" games*. If the Team plays a "money" game in a season, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to three (3) percent of the contractual payment amount for each such "money" game that the Team played during the season or five (5) percent of the contractual payment amount paid for any such "money" game that the Team won.

3.2.6 Each year the Team advances in the NCAA Women's Basketball Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 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 | 1st win | $3,000.00 |
| Round 2 | 32 Teams | 2nd win | $6,000.00 |
| Round 3 | 16 Teams | 3rd win | $9,000.00 |
| Round 4 | 8 Teams | 4th win | $12,000.00 |
| Round 5 | 4 Teams | 5th win | $15,000.00 |
| Round 6 | 2 Teams | 6th win | $18,000.00 |

Possible national championship winner computation bonus total: $63,000.00

3.2.7 Each year the Team advances in the WNIT Women's Basketball Post-Season Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 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 | 32 Teams | 1st win | $1,000.00 |
| Round 2 | 16 Teams | 2nd win | $2,000.00 |

| | | | |
|---|---|---|---|
| Round 3 | 8 Teams | 3rd win | $3,000.00 |
| Round 4 | 4 Teams | 4th win | $4,000.00 |
| Round 5 | 2 Teams | 5th win | $5,000.00 |

Possible bonus computation total for winning WNIT Women's Basketball Post-Season Tournament: $15,000.00

3.2.8 The Coach shall receive the sum of $5,000 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, public appearances (Programs) and all Bengal Athletic Booster events. 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.

3.2.7 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Women's Basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's basketball 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 Women's Basketball coach at the University, or direct those net revenues as an enhancement to the Women's Basketball 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 Basketball coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations.

Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky conference of which the University is a member.

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

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

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

ARTICLE 5

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

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

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

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's

assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

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

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life

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

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before May 09, 2012, the sum of $25,000.00; (b) if the Agreement is terminated between May 10, 2012 and May 09, 2013 inclusive, the sum of $20,000.00; (c) if the Agreement is terminated between May 10, 2013 and May 09, 2014 inclusive, the sum of $10,000. The liquidated damages shall be due and payable within twenty

(20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both 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. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President

Arthur Vailas
921 S. 8th Ave. Stop
Pocatello, ID 83209-

the Coach: Seton Sobolewski
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 | Seton Sobolewski | Date |

Approved by the Board of Trustees on the ____ day of _____ , 2011.

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**(MODEL ATHLETICS CONTRACT)**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between _____ (Idaho State University (College)),University) and _____Seton Sobolewski (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 basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University (College)'sUniversity'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)'sUniversity's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University (College)'sUniversity'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 _____ ( four ( 4 ) years, commencing on _____May 09, 2011 and terminating, without further notice to Coach, on _____May 09, 2015 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University (College) and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University (College)'sUniversity'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 ~~$~~ $85,612.80 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~ ~~;~~);

b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)'s~~University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion ~~and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport)~~ Women's Basketball coach as of the ensuing ~~July~~May 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation) of~~ two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship ~~and (bowl or other post-season) eligibility are~~is achieved. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2~~

3.2.2. Each year the Team ~~is ranked in~~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 Basketball Tournament berth, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport)~~ Women's Basketball coach as of the ensuing ~~July~~May 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. 3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) $8,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'sUniversity's Board of (Regents or Trustees). The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. and the Team's four-year APR national ranking based on attainment of the following levels:

| Team APR Ranking | Incentive Pay |
|---|---|
| 50%-59% | $ 2,000.00 |
| 60%-69% | $ 4,000.00 |
| 70%-79% | $ 6,000.00 |
| 80% or above | $ 8,000.00 |

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (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 *Record Bonus*. Each year the Team the team wins twenty (20) or more regular season games within a single season, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in the amount of $3,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 *Women's Basketball "Money" games*. If the Team plays a "money" game in a season, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to three (3) percent of the contractual payment amount for each such "money" game that the Team played during the season or five (5) percent of the contractual payment amount paid for any such "money" game that the Team won.

3.2.6 Each year the Team advances in the NCAA Women's Basketball Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 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 | 1st win | $3,000.00 |
| Round 2 | 32 Teams | 2nd win | $6,000.00 |
| Round 3 | 16 Teams | 3rd win | $9,000.00 |
| Round 4 | 8 Teams | 4th win | $12,000.00 |
| Round 5 | 4 Teams | 5th win | $15,000.00 |
| Round 6 | 2 Teams | 6th win | $18,000.00 |

Possible national championship winner computation bonus total: $63,000.00

3.2.7 Each year the Team advances in the WNIT Women's Basketball Post-Season Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 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 | 32 Teams | 1st win | $1,000.00 |
| Round 2 | 16 Teams | 2nd win | $2,000.00 |
| Round 3 | 8 Teams | 3rd win | $3,000.00 |
| Round 4 | 4 Teams | 4th win | $4,000.00 |
| Round 5 | 2 Teams | 5th win | $5,000.00 |

Possible bonus computation total for winning WNIT Women's Basketball Post-Season Tournament: $15,000.00

3.2.8 The Coach shall receive the sum of ~~(amount or computation)~~ $5,000 from the University ~~(College)~~ or the ~~University (College)'s~~University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs ~~and~~, public appearances (Programs~~).~~) and all Bengal Athletic Booster events. 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.~~6~~7 **(SUMMER CAMP—OPERATED BY UNIVERSITY ~~(COLLEGE)~~)** Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ Women's Basketball 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 women's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~University (College)'s~~University's summer ~~football~~women's basketball 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)~~ Women's Basketball coach at the University ~~(College)~~., or direct those net revenues as an enhancement to the Women's Basketball 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;~~

~~c) 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 Basketball 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.~~7~~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~~ (College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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

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

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College);~~;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference or the NCAA ~~(NAIA),~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or ~~NAIA~~ member institution;

d) Ten (10) working days' absence of Coach from duty without the ~~University (College)'s~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA);~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA),~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

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

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

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

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

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

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

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University ~~(College)~~,, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and

injury suffered by Coach because of such termination by University ~~(College).~~. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College),~~, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before ~~_____~~,May 09, 2012, the sum of $~~30~~25,000.00; (b) if the Agreement is terminated between ~~_____~~May 10, 2012 and ~~_____~~May 09, 2013 inclusive, the sum of $20,000.00; (c) if the Agreement is terminated between ~~_____~~May 10, 2013 and ~~_____~~May 09, 2014 inclusive, the sum of $10,000.~~00.~~ The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College).~~.

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

5.~~7~~6 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.~~8~~7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~ and executed by

both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~ ~~,~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~(Regents or~~ Trustees~~)~~ and ~~University (College)'s~~University's rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the ~~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. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President
Arthur Vailas
921 S. 8th Ave. Stop

Pocatello, ID 83209-

the Coach: Seton Sobolewski
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 ~~———————~~Seton Sobolewski Date

Approved by the Board of ~~(Regents or~~ Trustees~~)~~ on the ____ day of _____ , ~~2010.~~ 2011.

| SETON SOBOLEWSKI, HEAD WOMEN'S BASKETBALL COACH - MULTI-YEAR CONTRACT CHANGES | | | |
|---|---|---|---|
| | **MODEL CONTRACT SECTION** | **ISU CONTRACT SECTION** | **JUSTIFICATION FOR MODIFICATION** |
| 1 | 3.2.1 Supplemental Compensation | 3.2.1 Supplemental Compensation | 2 weeks pay bonus for Team being conference champion or co-champion not made contingent on bowl game or post-season tournament/playoff eligibility as post season play is not necessarily available for this Team even if they win the conference. |
| 2 | 3.2.2 Supplemental Compensation | 3.2.2 Supplemental Compensation | 2 weeks pay bonus for attaining top 25 ranking replaced with same bonus for Team winning the Big Sky Conference Tournament or obtaining a berth in the NCAA Tournament as this is more applicable to the situation. |
| 3 | 3.2.3 Supplemental Compensation | 3.2.3 Supplemental Compensation | Used the Team's 4-year APR ranking as the criteria for academic achievement as this has been a key focus and issue for the University. |
| 4 | 3.2.4 Supplemental Compensation | 3.2.4 Supplemental Compensation | Changed bonus opportunity based on program development, ticket sales and fundraising to a bonus opportunity of $3,500 if the Team wins 20 or more games in a season since this more applicable to a women's sporting event and if earned would go a long way toward increasing attendance, ticket sales and fundraising. |
| 5 | None | 3.2.5 Supplemental Compensation | Added bonus opportunity for participation in "money" games. Amount is 3% of amount University is paid for playing the game or 5% if the Team wins the game. The playing of money games is an important part of the program's budget but impacts wins and losses negatively. This bonus is to offset that impact. |
| 6 | None | 3.2.6 Supplemental Compensation | Added possible bonus compensation of up to $63,000 for Teams' NCAA post-season tournament wins as this would bring prestige and funds into the Program. |
| 7 | None | 3.2.7 Supplemental Compensation | Added possible bonus compensation of up to $15,000 for Teams' WNIT post-season tournament wins as this would bring prestige and funds into the Program. |
| 8 | 3.2.5 Supplemental Compensation | 3.2.8 Supplemental Compensation | Bonus opportunity for participation in media programs and booster events set at $5,000. |
| 9 | 3.2.6 Summer Camp Operated by University | 3.2.9 Summer Camp Operated by University | University has decided to provide a University-operated summer camp only. Coach has the option not to take supplemental compensation for assisting with this camp and to instead have the funds used to enhance the budget of the Women's Basketball Program. |

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## UNIVERSITY OF IDAHO

### SUBJECT

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

### REFERENCE

| | |
|---|---|
| August 22, 2008 | Board approved two year contract for coach |
| April 22, 2010 | Board approved two year extension of contract |

### APPLICABLE STATUTE, RULE, OR POLICY

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

### BACKGROUND/DISCUSSION

The University of Idaho has agreed, subject to Regents' approval, to terms extending employment of the head intercollegiate soccer coach, Peter Showler, for a term of one (1) additional year and replacing the final one year and six months of the current contract. The University submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below.

### IMPACT

The term of the Employment Contract is two years, six months, commencing on July 1, 2011, and terminating on December 31, 2013.

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

There is an annual media payment of $12,300 and the following incentive/supplemental compensation provisions:

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

Total potential annual compensation (base salary, media payment and maximum potential incentive) is $56,439.60

Coach may participate in youth soccer camps as follows:

- Remaining income from any university operated camp, less $500, after all claims, insurance, and expenses of camp have been paid,
  OR
- In the event the University elects not to operate a camp, Coach may do so within Board guidelines for such camps.

**ATTACHMENTS**

Attachment 1 – Employment Contract – clean Page 3
Attachment 2 – Employment Contract – redline Page 19
Attachment 3 – Contract Comparison Matrix Page 37

**STAFF COMMENTS AND RECOMMENDATIONS**

This is a request to extend the employment contract for UI's women's soccer coach for one more year. The annual base salary amount provided in this agreement is funded entirely with state appropriated General Funds. The Board's model contract was used. Staff has reviewed changes to model as identified in the matrix and recommends approval.

**BOARD ACTION**

I move to approve the University of Idaho's multi-year employment contract for head intercollegiate women's soccer coach for a 2 year, 6 month term commencing on July 31, 2011, and terminating on December 31, 2013, in substantial conformance with the contract submitted to the Board as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

# EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Peter Showler (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 soccer team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.9 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years and six (6) months commencing on July 1, 2011, and terminating, without further notice to Coach, on December 31, 2013, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

c) An annual salary of $37,689.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation.

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

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

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

3.2.4. Each year the Team qualifies for play in the Western Athletic Conference (WAC) tournament, and if Coach continues to be employed as University's

head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

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

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

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

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

3.2.8 The Coach shall receive the sum of $12,300 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the

Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

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

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

a) The summer youth camp operation reflects positively on the University of Idaho and the Department;

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

c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexho for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University of Idaho facilities; such rate to be set at the rate charged as if the camp were conducted by the University of Idaho.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible.

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

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

(a) Income from annuities;
(b) Sports camps;
(c) Housing benefits, including preferential housing arrangements;

(d) Country club memberships;
(e) Complimentary ticket sales;
(f) Television and radio programs; and
(g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

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

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

ARTICLE 5

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

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

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

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University 's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University ’s consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University’s judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach’s assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this

Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and

University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University the following sums: (a) if the Agreement is terminated on or before December 31, 2011, the sum of $10,000; (b) if the Agreement is terminated between January 1, 2012, and December 31, 2012, inclusive, the sum of $5,000; (c) if the Agreement is terminated between January 1, 2013, and December 31, 2013, inclusive, there will be no buyout payment. Sums shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

employment-related rights provided for in the State Board of Education and Board of Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

| | |
|---|---|
| the University: | Director of Athletics<br>University of Idaho<br>P.O. Box 442302<br>Moscow, Idaho 83844-2302 |
| with a copy to: | President<br>University of Idaho<br>P.O. Box 443151<br>Moscow, ID 83844-3151 |
| the Coach: | Peter Showler<br>Last known address on file with<br>University's Human Resource Services |

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

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

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

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

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

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

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

| UNIVERSITY | | COACH | |
|---|---|---|---|
| _____ | | _____ | |
| M. Duane Nellis<br>President | Date | Peter Showler | Date |

Approved by the Board of Regents on the ___ day of _____, 2011.

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

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between ~~(~~the University ~~(College~~of Idaho (University), and ~~Peter Showler~~ (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 soccer team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.9 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(~~ two (2) years~~,~~ and six (6) months commencing on ~~July 1, 2011,~~ and terminating, without further notice to Coach, on ~~December 31, 2013,~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of ~~University (College)'s~~University's Board of ~~(~~Regents~~ or Trustees)~~. This Agreement in

no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University~~ (College)~~.

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of ~~$_____~~$37,689.60 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures~~, and such salary increases as may~~. Coach will be ~~determined appropriate by the~~ eligible to receive University-wide changes in employee compensation approved by the Director and President~~ and approved by the University (College)'s Board of (Regents or Trustees)~~;

b) The opportunity to receive such employee benefits as the University~~ (College)~~ provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)'s~~University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

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

~~3.2.1.~~3.2.2. Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as

University's head women's soccer coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2~~

3.2.3. Each year the Team ~~is ranked~~finishes in the top ~~25~~20 in the ~~(national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams)~~ ,NCAA championships and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport)~~ coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation ~~in an amount equal to (amount or computation)~~ of ~~Coach's Annual Salary in effect on the date of the final poll.~~$1,000. The University ~~(College)~~shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

3.2.5. ~~3.2.3~~ Each year the Team achieves a winning record at the end of the regular season (excluding any exhibition and WAC tournament games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall ~~be eligible~~pay to ~~receive~~Coach supplemental compensation of $500. The University shall determine the appropriate manner in ~~an amount up to (amount or computation)~~ which it shall pay Coach any such supplemental compensation.

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

3.2.7. Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members~~. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation 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.~~ if the Team's cumulative APR ranks nationally within intercollegiate women's soccer at the 50th percentile or higher as follows:

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

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

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

~~3.2.5~~3.2.8 The Coach shall receive the sum of ~~(amount or computation)~~ $12,300 from the University ~~(College)~~ or the ~~University (College)'s~~University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). ~~Coach's~~Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such ~~a~~ payment shall vest on the date of the ~~Team's~~Team's last regular season or post-season competition, whichever occurs later~~. This sum shall be paid (terms or conditions of~~, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment~~)~~. under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University ~~(College)~~ are the property of the University~~ (College)~~.. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University~~ (College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither

Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements ~~which~~that are broadcast on radio or television that conflict with those broadcast on the ~~University (College)'s~~University's designated media outlets.

3.2.~~6 **(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))**~~9 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ soccer camps on its campus using University ~~(College)~~ facilities.~~—~~ The University~~ (College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~University's camps in Coach's capacity as a University ~~(College)~~ employee.~~-~~ Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s football~~University's youth soccer camps.~~-~~ Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~University (College)'s summer football~~University's youth soccer camps, ~~-~~the University ~~(College)~~ shall pay Coach ~~(amount) per year as supplemental compensation during each year~~the remaining income from the youth soccer camps, less $500, after all claims, insurance, and expenses of ~~his employment as head (Sport) coach at the University (College). This amount shall be~~such camps have been paid~~ (terms of payment)~~ .

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

:

a) The summer youth camp operation reflects positively on the University of Idaho and the Department;

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

c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexho for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University of Idaho facilities; such rate to be set at the rate charged as if the camp were conducted by the University of Idaho.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible.

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

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

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

3.2.~~7~~10 Coach agrees that the University~~ (College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University~~ (College).~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~ (Company Name)~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)'s~~University's reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name) product's~~Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~ (Company Name)~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~ (Company Name)~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University~~ (College).~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~ (Sport)~~ women's soccer coach. In order to avoid entering into an agreement with a competitor of ~~ (Company Name)~~ Nike, Coach shall submit all outside consulting agreements to the University~~ (College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~ (Company Name)~~ Nike, and will not participate in any messages or promotional appearances ~~which~~that contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

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

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

4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)'s~~University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report~~provide a written detailed account of the source and amount of all such income and benefits to the ~~University (College)'s~~University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work

day preceding June 30th. The report shall be in a format reasonably satisfactory to University~~ (College).~~ . Sources of such income include, but are not limited to, the following:

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

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

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

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

4.~~7~~6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably~~ be~~ withheld.

ARTICLE 5

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

5.1.1 In addition to the definitions contained in applicable rules and regulations, University~~ (College)~~ and Coach hereby specifically agree that the following

shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

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

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University~~ (College);~~;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University~~ (College),~~, the University ~~(College)~~'s governing board, the conference or the NCAA~~ (NAIA),~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University ~~(College)~~'s consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University~~ (College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University~~ (College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA~~ (NAIA);~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA~~ (NAIA),~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA~~ (NAIA),~~, by one of~~-~~ Coach's assistant coaches, any other

employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

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

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

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

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall ~~be obligated to~~ pay to Coach~~, as liquidated damages and not a penalty,~~ the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first~~.~~, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In

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

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College), as liquidated damages and not a penalty, for the breach of this~~

~~Agreement~~ the following ~~sum~~sums: (a) if the Agreement is terminated on or before ~~_____~~,December 31, 2011, the sum of $~~30~~10,000~~.00~~; (b) if the Agreement is terminated between ~~_____~~January 1, 2012 and ~~_____~~December 31, 2012 inclusive, the sum of $~~20~~5,000~~.00~~; (c) if the Agreement is terminated between ~~_____~~January 1, 2013 and ~~_____~~December 31, 2013 inclusive, ~~the sum of $10,000.00. The liquidated damages~~there will be no buyout payment. Sums shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach.

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

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

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the ~~University (College)'s~~University's disability insurance carrier, or becomes unable to perform the essential functions of the position of

head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University (College)..

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

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

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

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University (College)'sUniversity'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)'sUniversity'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)'sUniversity's rules regarding financial exigency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNIVERSITY ~~(COLLEGE)~~ COACH

_____ _____

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

Approved by the Board of ~~(~~Regents ~~or Trustees)~~ on the ~~____~~ day of ~~_____, 2000~~ _____, 2011.

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**PETER SHOWLER – WOMEN'S SOCCER COACH**
**2011 MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM**

| Model Contract Section | UI Contract Section | Modification/Justification for Modification |
|---|---|---|
| 3.1.1 Regular Compensation | 3.1.1 Regular Compensation | Allows for annual increases consistent with University-wide salary increases. |
| Supplemental Compensation | 3.2.1 Supplemental Compensation | Allows for supplemental compensation if Team is the conference champion or co-champion. |
| 3.2.1 Supplemental Compensation | 3.2.2 Supplemental Compensation | Allows for supplemental compensation if coach is named conference coach of the year |
| 3.2.2 Supplemental Compensation | 3.2.3 Supplemental Compensation | Allows for supplemental compensation if team finishes in the top 20 in the NCAA championships. |
| | 3.2.4 Supplemental Compensation | Adds new paragraph allowing for supplemental compensation if Team qualifies for play in the WAC tournament. |
| | 3.2.5 Supplemental Compensation | Adds new paragraph allowing for supplemental compensation if Team achieves a winning record. |
| | 3.2.6 Supplemental Compensation | Adds a new paragraph allowing for supplemental compensation if Team wins 12 regular season games. |
| 3.2.3 Supplemental Compensation | 3.2.7 Supplemental Compensation | Allows for supplemental compensation if Team's cumulative APR ranks nationally within intercollegiate women's soccer at the 50th percentile or higher. |
| 3.2.4 Supplemental Compensation | | This section would have provided for supplemental compensation based on ticket sales, fundraising and outreach. Soccer is not a revenue-generating sport and it is therefore not applicable. |
| 3.2.5 Supplemental Compensation | 3.2.8 Supplemental Compensation | Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last contest of the season. Payment is made contingent on the team's academic performance This recognizes that much media work has been done by the coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season. |
| 3.2.6 Summer Camps | 3.2.9 Supplemental Compensation | Amount of compensation for participation in University's summer soccer camps not specified. Coach will receive balance of income from camp after all operational expenses have been paid. Adds alternative language allowing coach to operate private summer camps if University opts not to run them. |
| 3.2.7 Footwear, apparel and equipment | 3.2.10 Footwear, apparel and equipment | Number of section changed. No substantive changes. |
| 4.3 NCAA Rules | 4.3 NCAA Rules | Revised to conform to NCAA Rule 11.2.2 effective 3/8/06. Rule requires a written detailed account of athletically related income and identifies some of the sources that must be reported as "including but not limited to…" |
| 5.2.2 University Termination for Convenience | 5.2.2 University Termination for Convenience | Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment. Language also requires Coach to inform |

| Model Contract Section | UI Contract Section | Modification/Justification for Modification |
|---|---|---|
| | | University of the terms of any new employment so University can accurately determine the compensation, if any, to which Coach is entitled. References to liquidated damages are deleted because the compensation due upon termination for convenience flows from a contractual right to terminate and not from a breach of the contract. The non-terminating party is entitled to compensation, not damages for breach. |
| 5.2.3 Representation by Counsel | 5.2.3 Representation by Counsel; compensation for termination | Language clarifies that the parties have been represented by counsel or that Coach <u>chose to proceed without counsel</u> during the negotiations. The underlined language is new and recognizes the fact that we cannot require candidates to retain counsel. References to liquidated damages are deleted for the same reason as in 5.2.2. |
| 5.3.3 Coach Termination for Convenience | 5.3.3 Coach Termination for Convenience | References to liquidated damages are deleted for the same reason as in 5.2.2. |
| 5.3.4 Representation by Counsel | 5.3.4 Representation by Counsel; for termination | Same as 5.2.3. above. |
| 6.16 Opportunity to Consult with Attorney | 6.16 Opportunity to Consult with Attorney | Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to. |

## UNIVERSITY OF IDAHO

### SUBJECT

Benefit Enrollment Management Services contract between the University of Idaho and Morneau Shepell Limited

### APPLICABLE STATUTE, RULE, OR POLICY

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

### BACKGROUND/DISCUSSION

The University of Idaho issued a Request for Proposal for services on March 4, 2011. These services include employee benefit enrollment, retiree and COBRA administration. Ten vendors were solicited along with public notice. We received six responses. After careful evaluation of proposals the submittal provided by Morneau Shepell Limited is recommended for contract award.

### IMPACT

The agreement has an initial three-year term with two additional one-year optional renewal periods. The agreement is anticipated to cost $1,097,385 over the entire five year period.

### ATTACHMENTS

Attachment 1 – Proposed Contract Page 3
Attachment 2 – Request for Proposal Page 17
Attachment 3 – Morneau Shepell Limited's Response Page 45

### STAFF COMMENTS AND RECOMMENDATIONS

This is a request for approval of a contract with a third party vendor for full service employee benefits administration (including COBRA Continuation Health Coverage and retirees). The vendor, if approved, would provide services including, but not limited to: develop enrollment website, enroll all employees and retirees, liaison with carriers, manage life event changes (e.g. birth, retirement), provide University with payroll deductions file, bill and collect retiree premium payments, administer COBRA, manage open enrollment, operate call center.

UI has determined the named vendor provided the best bid response for providing benefits enrollment management. The accepted bid has a cost of $75,000 (one-time implementation fee) and $5.35 per employee per month (the UI has a staff of approximately 2,300 with 890 retirees). Staff recommends approval.

**BOARD ACTION**

I move to approve the agreement between the University of Idaho and Morneau Shepell Limited, in substantial conformance with the contract submitted to the Board as Attachment 1, and to authorize the Director of Purchasing Services to execute the agreement on behalf of the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**UNIVERSITY OF IDAHO**
**AGREEMENT NUMBER UI-689**

The University of Idaho (the "University") hereby awards to Morneau Shepell Limited (the "Contractor") Agreement Number UI-689 (the "Agreement") to furnish employee benefit enrollment service, retiree and COBRA administration to the University, as specified in University of Idaho Request for Proposals Number 11-34J, in accordance with the terms and conditions of the Request for Proposals.

This agreement is supplemented by a) University of Idaho Request for Proposals Number 11-34J (the "RFP"); and b) the Contractor's response dated March 30, 2011 (the "Proposal") (collectively this "Agreement"), which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) This University of Idaho Agreement Number UI-689; 2) the RFP; and 3) the Proposal.

During the term of this Agreement, the Contractor shall, on the terms and conditions of this Agreement, including the Service Standards as set out in Schedule A hereto, provide the services as outlined in the Proposal, as each may be amended in writing from time to time during the term pursuant to the provisions of this Agreement.

## 1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, certified mail with return receipt requested, email or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

| | |
|---|---|
| the University: | University of Idaho<br>Purchasing Services<br>PO Box 442006<br>645 West 6th Street<br>Moscow, Idaho 83844-2006<br>Attn.: Director, Contracts and Purchasing Services<br>Phone: (208) 885-6116<br>Fax: (208) 885-6060<br>cjohnson@uidaho.edu |
| with copy to: | Office of General Counsel<br>PO Box 443256<br>Moscow, ID 83844-3158 |
| the Contractor: | Morneau Shepell Limited |

Seven Parkway Center – Suite 500
875 Greentree Road
Pittsburg, PA 15220-3508
Attn: Paul Sywulych
Vice President, Solution Architecture
Phone : (412) 919-4805
Fax: (412) 922-6119
psywulych(@)morneaushepell.com

with a copy to: Morneau Shepell Ltd.
Suite 700, 895 Don Mills Road
One Morneau Sobeco Centre
Toronto, ON M3C 1W3

Attention: General Counsel
Facsimile #: 416-445-7989

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

**1.2 SEVERABILITY**

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

**1.3 COMPENSATION AND TAXES**

The fees payable to the Contractor for the provision of services under this Agreement shall be as outlined in the Proposal, which shall include everything necessary for the performance of this Agreement and all requested services contained in the RFP.

Functions which are not included in this Agreement as requested services but which are identified by the parties in the course of the provision of services as necessary or desirable, will be subject to additional charges and be subject to the terms of this Agreement. If future changes in technology or the plans lead to required changes to service delivery procedures, the Contractor shall be permitted to reasonably adjust its fees in respect of such changes. To reasonably adjust its fees, Contractor must give notice to the University of the need for such change in fees. Once Contractor gives notice, the parties shall negotiate a reasonable adjustment to the fees. No change in fees shall go into effect until the parties agree on the new fees structure or amount. If the parties are unable to agree on a reasonable adjustment to the fees within thirty (30) days of the University being notified of the need to adjust fees, then such fee dispute shall be promptly

escalated to the senior executives of each party. In the event of such escalation, the senior executives of each party shall promptly review and attempt co-operatively and with due diligence to resolve the fee dispute. Neither party shall suspend or delay the performance of any of its other obligations under this Agreement while such dispute is being resolved.

The University shall pay the Contractor within thirty (30) days of the date of an invoice. Interest on overdue invoices will accrue at a rate of 1% per month (12.68% per annum, compounded monthly.

The fees and other charges provided for in this Agreement do not include applicable taxes, all of which taxes as are levied shall be paid by the University. Any future taxes or increases in existing taxes shall be the responsibility of and shall be paid by the University and shall not reduce the compensation otherwise payable to the Contractor hereunder.

**1.4 TERM OF AGREEMENT**

The initial term of this agreement shall be from July 1, 2011 through December 31, 2014 unless renewed or terminated earlier according to the provisions hereof. The term of this agreement may, if mutually agreed, be extended by two (2) additional one- (1-) year increments for a total of two (2) additional years, provided the Contractor receives written notice of each extension at least one-hundred eighty (180) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect provided however, prior to any renewal, the fees set out in the Proposal shall be adjusted as mutually agreed by the parties.

**1.5 CONTINUATION DURING DISPUTES**

The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

**1.6 INVOICES**

All invoices must contain the name of the University department, purchase order number, itemization of materials and services, and correct Agreement pricing. A packing slip referencing current pricing must accompany each order.

Invoices for payment must be submitted by the Contractor to:

University of Idaho
Accounts Payable
PO Box 444244
Moscow, ID 83844-4244

**1.7 ON SITE AUDIT**

The University shall have the opportunity to attend the Contractor's premises during regular business hours for two (2) days annually upon thirty (30) business days' written notice to examine the records of the Contractor necessary to verify fees invoiced by the Contractor pursuant to this Agreement. The Contractor shall be provided with any draft findings, reports, or observations and have a reasonable period of time to respond thereto. Upon the conclusion of an audit, a copy of any findings, reports or observations shall be provided to the Contractor. The University shall have the right to have the records of the Contractor sent to the University by paying the mailing or shipping costs related to sending the records, if the records are not contained in an electronic record. If the records are available electronically, then Contractor shall send it to the University via electronic means.

## 1.8 TERMS AND CONDITIONS

Paragraphs 6-3, 6-4, 6-34, 6-38(a), 6-38(d), 6-40, 7-2, 7-3 and the General Terms and Conditions (Page 23-24) of the Request for Proposal are deleted in their entirety and replaced with the following, all other General Terms and Conditions remain as stated in the RFP:

### 6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time with 180 day written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. Further, in the event the University terminates this Agreement pursuant to this section, it shall pay all fees and charges incurred by the Contractor, on a time and materials basis, in respect of implementation and transition services. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

### 6-4 TERMINATION FOR DEFAULT

(a) For the purposes of this Agreement. "Default" or "Material Breach" means that either party is unable or unwilling to perform a function that is material, vital, or fundamental to performing its part of this Agreement, but excluding force majeure circumstances as outlined in this Agreement. If any party is in Material Breach of this Agreement, the other party shall without prejudice to any other rights and remedies it has, give the party in Material Breach a written notice of Default setting forth the manner in which the non-defaulting party believes has occurred and which constitute or evidence a Default, the provisions that have not been performed or complied with, and the actions which, in the opinion of the non-defaulting party, would be required to comply with such provisions and cure the Default.

(b) Unless mutually agreed to by the parties, upon written notification of a Material Breach, the Defaulting party will have thirty (30) calendar days to cure or correct such Default. Notwithstanding the foregoing any failure or Default involving data integrity or security, caused solely by the Contractor, shall require immediate corrective action and steps must be taken by the Contractor to cure or correct such failure or Default within twenty-four (24) hours of first becoming aware of the situation. If Contractor first becomes aware of such failure or Default involving data integrity or security upon receiving a notice of Default, Contractor must, within twenty-four (24) hours of receiving a notice of Default, take immediate corrective action to cure or correct the failure or Default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

(c) If the Defaulting party fails to cure the Material Breach within the remedy period set out in section 6-4 hereof, this Agreement may be terminated immediately by the non-defaulting party by giving written notice.

**6-34 <u>DATA COMPROMISE RESPONSE</u>**

(a) Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of the University or End User Data, the Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from the University.

(b) In the case of a Data Compromise the parties shall agree, on a case by case basis, on a plan to investigate the Data Compromise, including but not limited to, which party shall take the lead of the investigation, any requirement of third party assistance, the process of notifying plan members and/or regulatory agencies and any costs relating to the investigation.

**6-38 (a) <u>DATA SECURITY AND INTEGRITY</u>**

All facilities used to store and process the University and End User data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, the Contractor warrants that all the University's Data and End User Data will be encrypted in transmission (including via web interface) and storage at no less than 128 bit level encryption.

**6-38(d) <u>DATA SECURITY AND INTEGRITY</u>**

The Contractor will at its expense conduct or have conducted at least annually:

- A SAS 70 audit of the Contractor's security policies, procedures and controls resulting in the issuance of a Service Auditor's Report Type II;

- A vulnerability scan, performed by a scanner mutually agreed on by the parties, of the Contractor's systems and facilities that are used in any way to deliver services under this Agreement; and

- A formal penetration test, performed by a process and qualified personnel mutually agreed on by the parties, of the Contractor's systems and facilities that are used in any way to deliver services under this Agreement.

**6-40 <u>RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA</u>**

(a) Except as otherwise expressly prohibited by law, the Contractor will:

- Immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking University and/or End User Data;

- Consult with the University regarding its response;

- Cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and

- Upon the University's request, provide the University with a copy of its response.

(b) If the University receives a subpoena, warrant, or other legal order, demand or request seeking University or End User Data maintained by the Contractor, the University will promptly provide a copy to the Contractor. The Contractor will promptly supply the University with copies of data required.

(c) If the Contractor receives a subpoena, warrant, or other legal order, demand or request seeking the University or End User Data maintained by the Contractor, the Contractor shall be compensated by the University for reasonable fees incurred by the Contractor on a time and material basis for the time it spends on such requests.

**7-2 <u>INDEMNIFICATION</u>**

(a) The Contractor's liability, if any, to any person, arising out of or in any way related to this Agreement or the performance of its duties and obligations hereunder, shall for all purposes in total be limited to direct damages in an amount not to exceed the equivalent of twelve (12) months fees payable by the University hereunder. No

action, regardless of form, arising out of or relating to this Agreement may be brought by the University more than one (1) year after the cause of action has accrued. In no event shall the Contractor have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages.

The Contractor shall indemnify, defend and hold harmless the University and its governing board, employees, agents, and assigns, from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of the Contractor, or any of its agents, contractors, employees, invitees or guests.

The University shall promptly notify the Contractor, Attn: General Counsel, Suite 700, 895 Don Mills Road, One Morneau Sobeco Centre, Toronto, ON M3C 1W3 of any such claim of which it has knowledge and shall cooperate fully with the Contractor or its representatives in the defense of the same.

This provision shall survive the termination of this Agreement.

(b) Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, the University shall indemnify and hold harmless the Contractor, its agents, and employees, from and/or against any and all claims, losses, damages, injuries, liabilities and all costs, including reasonable attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on the University's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of the University, of any of its agents, contractors, employees, invitees or guests.

This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, erroneous conduct, willful misconduct or fault on the part of the Contractor, its agents or assigns, or when the claim or suit is made against the Contractor by the University or any of its agencies.

The Contractor shall promptly notify the University of Idaho, Attn: Risk Management Officer, PO Box 443162, Moscow, Idaho 83844-3162, of any such claim of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same.

The University's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. Limits of liability, and this indemnification, are $500,000 Combined Single Limits, which amount is the University's limit of liability under the Idaho Tort Claims Act.

This provision shall survive the termination of this Agreement.

**7-3 INSURANCE**

7.3.1 **General Requirements**

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 7.3, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall endeavor to provide for thirty (30) days' written notice to University prior to cancellation of any insurance referred to therein as evidenced by return receipt of United States certified mail. The Contractor shall provide notice of any non-renewal or other material adverse change of any insurance referenced in the certificate within 30 days. Said certificates shall evidence compliance with all provisions of this section 7.3.

7.3.1.2 Deleted

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

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured up to the insurance limits in this Agreement. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

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

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such

coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 **Required Insurance Coverage.**

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

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of $1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall be $1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Contractor does not own any vehicles but will provide non-owned automobile liability coverage under the Commercial General Liability insurance.

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

7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of $100,000 / $500,000 / $100,000.

## 1.9 OBLIGATIONS ON TERMINATION

Upon the termination of this Agreement:

(a) The Contractor shall provide the University with all records and documents maintained by the Contractor in connection with the performance of its duties and obligations under this Agreement within one month following termination, unless the parties agree mutually to a longer time period;

(b) The University shall forthwith pay all monthly installments of fees which were due and payable prior to the date of termination, along with any outstanding accounts payable to the Contractor;

(c) The University and the Contractor will agree, in advance, to a transition plan outlining the services to be performed, special reports to be provided, data extracts to be provided, services to be provided, timeline for execution, and the fees and costs associated with this transition;

(d) The University agrees to pay to the Contractor its fees and cost associated with this transition, upon receipt of an invoice for same; and

(e) All other duties and obligations of the parties hereunder shall cease on the date of termination, except for obligations in respect of confidentiality which shall continue after termination of the Agreement.

## 2.0 CORRECTION OF PROCESSING ERRORS

In the event of a processing error that affects the amount paid to or collected from a plan member or that affects a member account balance, the Contractor will take the necessary steps to correct this error. It is agreed that the University will support any reasonable efforts by the Contractor to recover the amount of any such overpayments from plan members, to collect any additional amounts due from plan members, or to adjust member accounts to the correct balance. The Contractor will not be held liable for any commitment that the University makes to adjust member payments or account balances without the prior written consent of the Contractor.

## 2.1 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this Agreement is July 1, 2011.

**For the Regents of the**

| **UNIVERSITY OF IDAHO** | | **Morneau Shepell Limited** | |
|---|---|---|---|
| SIGN | _____ | SIGN | _____ |
| PRINT | Christopher Johnson | PRINT | _____ |
| TITLE | Director, Contracts And Purchasing Services | TITLE | _____ |
| DATE | _____ | DATE | _____ |

## Schedule A – Service Standards

The service standards below assume that the Contractor has all information necessary to perform the required calculations, and that there are no programs underway (e.g. early retirement programs or downsizing activity) that create unusually high volumes of activity.

| Activity | Standard |
|---|---|
| **Call Center and Web site Access** | |
| Hours available | Live operators available Monday - Friday 8:00 AM to 5:00 PM (Pacific Time), except for U.S. holidays |
| Access to service representative | 90% of calls reach service representative within 60 seconds |
| Abandonment rate – waited too long | Less than 3% |
| Responding to inquiries about plan rules or procedures | 90% responded to immediately by phone or web site access;<br>100% of calls returned within 1 business day |
| Requests for forms, plan descriptions, life event changes or other material stocked by the Contractor | Available immediately on web site in most cases;<br>Sent within an average of 2 business days for requests requiring manual processing |
| For incomplete forms, call back for verification or to request missing information | Within an average of 2 business days of receipt of initial form or request |
| Internet browser access | Web site may be accessed using most HTML 3.2/Javascript compatible browsers. Web sites are tested for compatibility with Microsoft Internet Explorer version 5.x and above. We will test other browser versions, if required for a specific client |
| Web site availability | Web sites are available 24 hours a day, 7 days per week. Available 99% of the time (excluding scheduled maintenance) in the absence of factors beyond our control, with downtime for maintenance scheduled for periods of low usage to the extent possible. |
| Service Center Activity Reports | Prepared within 20 business days after the end of each semi annual period |
| **Services for Group Insurance Plans** | |
| Confirmation statement | Available immediately on web site |
| Process new hires, terminations, retirements, job changes, inter-company transfers and life events | Processed within an average of 5 business days of receipt of all required information |
| Process beneficiary designations | Processed within an average of 5 business days of receipt of all required information |

| Activity | Standard |
|---|---|
| Production, review and mailing of confirmation statements | Processed within an average of 5 business days of receipt of all required information |
| **Database Management** | |
| Update employee demographic data based on feeds from client's HRIS/payroll system(s) | Processed within an average of 1 business day following receipt of transmission |
| Payroll file sent to University | Sent to University no later than 1:00 pm PST on the agreed upon day |
| Eligibility files sent to providers | Files delivered within 8 hours of the agreed dates and times |
| Error Correction | When applicable, corrected on the next scheduled payroll feed provided the errors are detected within 3 business days prior to the date of the feed |
| Updating web site static content | Within an average of 5 business days of receiving the approved text or graphics English; limited to minor changes that are within the scope of this Agreement |
| Back-up and disaster recovery | The Contractor will ensure that daily back-ups of data and current software versions are kept off-site. |

In the event that actual delivery of services falls below the prescribed Service Levels, a joint review between the Contractor and the University will occur. The review will include analysis of the gap and development of an action Plan to ensure standards are met in subsequent reporting periods.

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University of Idaho

Purchasing Services
1028 W. 6th Street
P.O. Box 442006
Moscow, Idaho 83844-2006

# REQUEST FOR PROPOSALS NO. 11-34J

# FOR

# Employee Benefits Enrollment Management

For Additional Information, Please Contact:
Christopher P. Johnson, C.P.M.: Director
Phone (208) 885-6116
Fax (208) 885-6060
cjohnson@uidaho.edu
www.purchasing.uidaho.edu

Date Issued: March 4, 2011

Proposals Due: March 31, 2011

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UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 11-34J

PROPOSAL RESPONSE CERTIFICATION

_____
DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

_____
Name

_____
Signature

_____
Title

_____
Company

_____
Street Address

_____
City, State, Zip

_____
Telephone Number and Fax Number

_____
Cell Phone Number

_____
E-mail Address

_____
State of Incorporation

_____
Tax ID Number

Business Classification Type (Please check mark if applicable):

| | |
|---|---|
| Minority Business Enterprise (MBE) | _____ |
| Women Owned Business Enterprise (WBE) | _____ |
| Small Business Enterprise (SBE) | _____ |
| Veteran Business Enterprise (VBE) | _____ |
| Disadvantaged Business Enterprise (DBE) | _____ |

*Business Classification Type is used for tracking purposes, not as criteria for award.*

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for an employee benefit enrollment management system with COBRA and retiree health and welfare administration. The University has a staff of approximately 2300 employees with 890 current retirees.

Demonstrations and/or interviews may be requested at the University's discretion to clarify functionality and performance of proposed system.

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted no later than 4:00 p.m., Pacific Time, on March 31, 2011 to University of Idaho Purchasing Services, 1028 W. 6th Street, P.O. Box 442006, Moscow, ID 83844-2006.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. *By submitting a proposal, the Proposer is accepting the terms and conditions set forth in this Request for Proposal, and any addendums thereto, which includes general contract terms and conditions and purchase order terms and conditions.* The terms and conditions set forth in the Request for Proposals, including addendums thereto, and the Proposal and any terms and conditions included therein that are accepted by the University shall serve as the Agreement terms and conditions. The Agreement shall be subject to the applicable laws of the State of Idaho. The order of precedence of Agreement documents shall be RFP then Proposal. In addition, the Purchase Order terms and conditions shall apply to all purchase orders used under this contract. No other terms and conditions shall apply unless agreed to in writing by the parties.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

| | |
|---|---|
| March 4, 2011 | Request for Proposals issued |
| March 31, 2011 | Proposals Due @ 4:00 p.m. |

1-4 INQUIRIES

**All inquiries concerning this request shall be submitted in writing (email is acceptable) and received by the University's office of Purchasing Services no later than 2:00 p.m., Pacific Time, on March 16, 2010**, to:

Christopher Johnson, Director
University of Idaho
Purchasing Services
1028 West 6th Street
P.O. Box 4442006
Moscow, ID 83844-2006
Telephone: (208) 885-6116
Fax: (208) 885-6060
E-mail: cjohnson@uidaho.edu

Proposers should consider Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification.

1-9 PROPOSAL COPIES

**Six (6)** complete copies of the proposal shall be submitted to the University.

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1-11 REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

1-13 TERM OF AGREEMENT

The initial term of this agreement shall be three (3) years, commencing upon the date of execution by the university. The term of this agreement may, if mutually agreed upon in writing, be extended by two (1) year increments for a total of two (2) additional years, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

1-15 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is Confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data THAT IS LABELED CONFIDENTIAL BY THE PROPOSER, and waives any right of access to such information, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-16 F.A.R. REQUIREMENT

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

1-17 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-18 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Director of Purchasing Services. The appeal must be received by the Director of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Director of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

## 2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

## 2-2 RFP RESPONSE OUTLINE

A. Response Sheet: The proposal Response Certification (page 5) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.

B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.

C. References: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where services similar in scope to the requirements of this RFP are currently provided. In addition, please provide references for three firms whose business you have lost in the last three years.

D. Experience and Support: Describe Proposer's experience in performing the requested services.

E. Costs: Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.

F. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

SECTION 3 - TECHNICAL SPECIFICATIONS & BID FORM

3.1 Current conditions:

- Active Employee Enrollment : 2300

| | |
|---|---|
| Medical Plans | 2 plans |
| Dental Plans | 2 Plans |
| Vision | 2 Plans |
| Life Insurance | Basic, Employee Supplementary Life, Dependent Life (Spouse & Child) |
| Disability | STD, LTD – 1 base option, 2 buy-up options |
| HSA | Send enrollment information, but NOT elections amounts to vendor |
| FSA | Health Care Spending Account<br>Dependent Care Spending Account |
| EAP | For billing only |

- Current Cobra Enrollment : 47 -
- Retiree : 890 current – estimated additional retirees in the next 3 years 200 – 300,

| | |
|---|---|
| Eligibility | 4 Tiers |
| Medical Plans | 2 Pre-Medicare Plans<br>2 Post-Medicare Plans<br>NOTE: Retirees make lifetime elections there is no annual enrollment period |
| Dental Plans | 1 plan |
| Life Insurance | Flat amount |
| EAP | For billing only |

3.2 Technical specifications:
Please fully describe how your system meets the following requirements:

<u>Categories:</u>

- Policy on:
  - System capabilities to process multiple effective dates
  - Handling life event changes; expedite enrollment when necessary, i.e. birth
  - Ability to Managing retroactive changes, including calculating premium and contribution amounts and then include on regular payroll file
- Communication process
  - Will University of Idaho have access to all employee communications between Vendor and employees? Example: if employee calls Vendor, will we have access to notes?
  - Please provide samples of your employee communication materials, including new hire benefits information and instructions, COBRA election notices, and all other standard letters.
  - Is vendor able to Email users directly, follow-up, etc
- Interfaces to ERP (Banner): Processes for passing employee demographics data to vendor system and accepting benefits data from vendor for payroll processing on biweekly schedule.
  - Any existing vendor interfaces with Banner clients
  - Data requirements for vendor
  - Ability to meet data requirements and payroll processing deadlines consistently and accurately
  - Interface formats
  - Secure file transport functionality
- Interfaces to Banner Self Service, Luminis Portal: Allow for single sign on, i.e. employee signs on to Banner Self Service or Luminus Portal and authentication is passed logging the employee into the vendor's system.
- Quality Control, Data Integrity
  - Change management methodology and process

    - What other processes are in place?
- Strategy for identifying and resolving errors
    - Contingency plans
    - Notifications
    - Test files –. Explain testing model, testing platform and how current is the data in testing environment?
- Implementation process, please provide detailed description as well as timeline for both initial implementation and annual enrollment updates.
    - Does your system allow for midyear changes to employer rates/premiums?
    - Retroactive changes with multiple rates across plan years?
- Vendor's Internal Systems
    - Timely delivery of payroll data
        1. Processes and procedures in place to ensure regularly defined delivery time
    - Billing and reporting for benefit vendors, third party administrators
    - Retiree billing
    - Enrollment changes
- Historical Information
    - Provide Historical Data upon termination for contract
    - House historical data from prior administrators
        1. Requirements and process for data transition
- Reporting available: What is your standard reporting package? Can the university run ad-hoc reports using an online reporting system?
- Life Insurance: Administer EOI for Life Insurance.
- COBRA:
    - Direct Billing to participants
    - Online Access for participants to review election and payment information
    - Is COBRA Administration in-house? If not, please list the name and location of the COBRA vendor you partner with.
- Customer Service:
    - Where is your call center located and what are the standard hours of operation staffed by a live CSR?
    - What is the turnover rate among CSR in this unit?

IMPLEMENTATION
Date of Implementation: Please detail implementation timeline with critical milestones. Open Enrollment should begin approximately 10/15 so we need to have the new system in place. Please list expectations and dates for any risks to the project which are outside your control or that the University must perform a task or provide information.

TRAINING
Please fully describe training and system access available. Please list typical University by function to receive any requisite training for systems trouble shooting, access and updating of information and/or ad hoc or standard reporting.

SYSTEM/SOFTWARE UPGRADES
All upgrades or changes to software should be fully tested in a non-production or development environment to insure that the production environment is not compromised. Please describe the ability of the University to be involved in testing and satisfied that the production environment will not be compromised

Demonstrations and/or interviews may be requested at the University's discretion to clarify functionality and performance of proposed system. If requested, the vendor must be prepared to give a demonstration up to 10 minutes to allow the University to see a "real-life" current service at another client utilizing the proposer's software. The demonstrations will be via distance over "WebEx" or some similar media. Additional detailed information will be provided to the shortlisted vendors prior to the interviews and demonstrations.

Please describe compliance with information security and data management under section 6-34 through 6-41 as specified in Section six.
Please address specific questions regarding any proposed interfaces as outlined in Appendix A of this RFP.

The successful proposer will be required to enter into a Business Associate Agreement with the University.

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual offerers, if required, proposals will initially be classified as:

A. Potentially Acceptable
B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. Offerers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

The weighted evaluation criteria are listed below:

- 30% Price
- Pass/Fail Data Integrity and Software Security
- 25% User Interface; with employee, benefit staff and current ERP system
- 25% Administrative Services; including COBRA, billing adminstration and retiree management
- 10% References and Demonstrations
- 10% Integration process and support

Not necessarily listed in order of importance. The University may at its discretion use life cycle or best value analysis.

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consistent of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

6-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

6-5 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

6-6 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

6-7 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-11 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-13 BINDING EFFECT

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

6-45 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

6-17 DEBARRED, SUSPENDED OR EXCLUDED

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

6-18 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

6-19 CONTRACTOR REPRESENTATIONS

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

6-20 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-21 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-22 HEADINGS

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

6-23 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-24 TIME OF ESSENCE

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

6-25 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

6-26 FORCE MAJEURE

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

6-27 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

6-28 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-29 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-30 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-31 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO INFORMATION SECURITY AND DATA MANAGEMENT:

6-34 Data Compromise Response

a. Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Customer or End User Data, Vendor will notify Customer, fully investigate the incident, and cooperate fully with Customer's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Customer.

b. Notwithstanding any other provision of this agreement, and in addition to any other remedies available to Customer under law or equity, Vendor will reimburse Customer in full for all costs incurred by Customer in investigation and remediation of such Data Compromise, including but not limited to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract; the offering of 12 months' credit monitoring to each person whose data were compromised; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Compromise.

6-35 Data Integrity

Vendor will take commercially reasonable measures, including regular data integrity audits, to protect Customer and End User Data against deterioration or degradation of data quality and authenticity.

6-36 Data Privacy

a. Vendor will use Customer Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for Customer's and its End User's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Customer or a as otherwise required by law. By way of illustration and not of limitation, Vendor will not use such data for Vendor's own benefit and, in particular, will not engage in "data mining" of Customer or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by Customer.

b. All Customer and End User Data will be stored on servers, located solely within the Continental United States.

c. Vendor will provide access to Customer and End User Data only those Vendor employees and subcontractors who need to access the data to fulfill Vendor's obligations under this Agreement. Vendor will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with, the data protection provisions of this Agreement, and have undergone all background screening and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling prior to being granted access to the Data.

6-37 Data Retention and Disposal

a. Vendor will use commercially reasonable efforts to retain data in an End User's account, including attachments, until the End User deletes them or for an alternative time period mutually agreed by the parties.

b. Using appropriate and reliable storage media, Vendor will regularly back up Customer and End User Data and retain such backup copies for a minimum of 12 months. At the end of that time period and at Customer's election, Vendor will either securely destroy or transmit to Customer repository the backup copies. Upon Customer's request, Vendor will supply Customer a certificate indicating the records destroyed, the date destroyed, and the method of destruction used.

c. Vendor will retain logs associated with End User activity for a minimum of 12 Months, unless the parties mutually agree to a different period.

d. Vendor will immediately place a "hold" on the destruction under its usual records retention policies of records that include Customer and End User Data, in response to an oral or written request from Customer indicating that those records

may be relevant to litigation that Customer reasonably anticipates. Oral requests by Customer for a hold on record destruction will be reduced to writing and supplied to Vendor for its records as soon as reasonably practicable under the circumstances. Customer will promptly coordinate with Vendor regarding the preservation and disposition of these records. Vendor shall continue to preserve the records until further notice by Customer.

6-38 Data Security and Integrity [under review by IT security personnel]

a. All facilities used to store and process Customer and End User data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a s similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all Customer Data and End User Data will be encrypted in transmission (including via web interface) and storage at no less than 128 bit level encryption. Vendor agrees and certifies that it, the system or any third parties working on the vendor's behalf have complied with all applicable requirements to be considered PCI- level 1 compliant and has taken all necessary steps to validate its compliance with the PCI DSS and PA DSS. Vendor is required to demonstrated compliance with this requirement by maintaining the application listing on The PCI Security Standards Council (see https://www.pcisecuritystandards.org/approved_companies_providers/validated_payment_applications.php?agree=true).

b. Vendor will use industry standard and up to date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

d. Vendor will at its expense conduct or have conducted at least annually:

- A SAS 70 audit of Vendor's security policies, procedures and controls resulting in the issuance of a Service Auditor's Report Type II;
- A vulnerability scan, performed by a scanner approved by Customer, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement; and
- A formal penetration test, performed by a process and qualified personnel approved by Customer, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement.

e. Vendor will provide Customer upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. Customer may require, at its expense, Vendor to perform additional audits and tests, the results of which will be provided promptly to Customer.

6-39 Data Transfer upon Termination or Expiration

a. Upon termination or expiration of this Agreement, Vendor will ensure that all Customer and End User Data are transferred to Customer or a third party designated by Customer securely, within a reasonable period of time, and without significant interruption in service. Vendor will ensure that such migration uses facilities and methods are compatible with the relevant systems of the transferee, and to the extent technologically feasible, that Customer will have reasonable access to Customer and End User Data during the transition.

b. Vendor will notify Customer of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such a failure. This includes immediate transfer of any previously escrowed assets and data and providing Customer access to Vendor's facilities to remove and destroy Customer owned assets and data. Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Customer. Vendor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its services and those to be provided by its successor. Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Customer. Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Customer, all such work to be coordinated and performed in advance of the formal, final transition date.

6-40 Response to Legal Orders, Demands or Requests for Data

a. Except as otherwise expressly prohibited by law, Vendor will:

- Immediately notify Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking Customer and/or End User Data;
- Consult with Customer regarding its response;
- Cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand or request; and
- Upon Customer's request, provide Customer with a copy of its response.

b. If Customer receives a subpoena, warrant, or other legal order, demand or request seeking Customer or End User Data maintained by Vendor, Customer will promptly provide a copy to Vendor. Vendor will promptly supply Customer with copies of data required for Customer to respond, and will cooperate with Customer's reasonable requests in connection with its response.

6-41 Service Levels; Interruptions in Service; Suspension and Termination of Service; Changes to Service:

a. Vendor warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such Services. Vendor further warrants that the Services will be Operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or downtime percentage will be not more than .01%. In the event of a Service outage, Vendor will (a) promptly and at Vendor's expense use commercial best efforts to restore the Services as soon as possible, and (b) unless the outage was caused by a Force Majeure event, refund or credit Customer, at Customer's election, the prorated amount of fees corresponding to the time Services were unavailable. Neither party will be liable to the other for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by forces beyond that party's reasonable control, provided that the party resumes performance as soon as it is reasonably able to do so.

b. From time to time it may be necessary or desirable for either the Customer or Vendor to propose changes in the Services provided. Such changes shall be made pursuant to the Change Control Procedure. Automatic upgrades to any software used by Vendor to provide the Services that simply improve the speed, efficiency, reliability, or availability of existing Services and do not alter or add functionality, are not considered "changes to the Services" and such upgrades will be implemented by Vendor on a schedule no less favorable than provided by Vendor to any other customer receiving comparable levels of Services.

c. Vendor will provide Customer with seven days' prior notice of scheduled downtime in the provision of Services for maintenance or upgrades. To the extent possible, Vendor will schedule downtime during times of ordinarily low use by Customer. In the event of unscheduled and unforeseen downtime for any reason, except as otherwise prohibited by law Vendor will promptly notify Customer and cooperate with Customers' reasonable requests for information regarding the downtime.

d. Customer may suspend or terminate (or direct Vendor to suspend or terminate) an End User's access to Services in accordance with Customer's policies. Customer will assume sole responsibility for any claims made by End User regarding Customer's suspension/termination or directive to suspend/terminate such service. Vendor may suspend access t to Services by Customer or an End User immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of Vendor's Services or the network(s) or facilities used to provide the Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. Vendor may suspend Customer's access to Services if, after at least thirty (30) days' written notice to Customer and subsequent good faith, commercially reasonable efforts to resolve the matter with Customer to the parties' mutual satisfaction, Customer remains in material breach of this Agreement. The suspension will be lifted immediately once the breach is cured. Vendor may suspend access to Services by an End User in response to (i) a material breach by End User of any terms of use s/he has agreed to in connection with receiving the Services. Vendor will notify Customer of any suspension of End User access to Services before suspension or, if notice before is not f feasible, as soon as reasonably possible thereafter.

6-41 Health Insurance Portability and Accountability Act (HIPAA)

I understand that during the course of providing services to the University, I may receive or have access to University of Idaho current and former employee confidential and propriety information, including but not limited to information

concerning benefit election, patient information, employees, affiliated physicians and practitioners, business operations, etc. I agree that I will maintain the confidentiality of such information, and will not use or disclose such confidential information except as required to fulfill my duties under the contract; as expressly authorized by the University of Idaho; or as required by law. Specifically, I agree to maintain the confidentiality of protected health information concerning the University of Idaho's current and former employees consistent with the requirements of HIPAA and its implementing regulations, as amended, including the security and privacy regulations contained in 45 C.F.R. part 164.

SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss.

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

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

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

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

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

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

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 Required Insurance Coverage.

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

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

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

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

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

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

**UNIVERSITY OF IDAHO**
**GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.

2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.

3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.

4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.

5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.

6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.

8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.

9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.

10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.

11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.

12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.

13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

14. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.

15. TAXES: The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.

16. BINDING EFFECT: This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

17. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the recission of the transferred Agreement at the option of the University of Idaho.

18. WAIVER: No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.

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

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

21. PRICE WARRANTY FOR COMMERCIAL ITEMS: Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.

22. NONDISCRIMINATION: Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

23. UNIVERSITY REGULATIONS: Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.

24. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

**Exhibit A – Request for Certificate of Insurance from Contractor***
***If bid is awarded to Contractor**
**Page 1 of 2**

***Give this form to your insurance agent / broker***

***Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE*.**

**Certificates without a copy of these instructions will not be accepted.**

Contractor and its subcontractors of any tier ("Insured") are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho ("Certificate Holder") with a Certificate of Insurance within seven (7) days of the signing of this Contract.

- Certificate Holder shall read:

  State of Idaho and the Regents of the University of Idaho
  Attn: Risk Management
  P.O. Box 443162
  Moscow, ID 83844-3162

- Description area of certificate shall read: Attn: Contract for Services

- All certificates shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.

- All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho.

- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.

- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured's obligation to maintain such insurance.

- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder's option.

- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured's liability under the terms of the grant or contract.

- A copy of this certificate request must be sent with the Certificate.

**Exhibit A – Request for Certificate of Insurance from Contractor***
***If bid is awarded to Contractor**
**Page 2 of 2**

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

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

- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than $1,000,000; Underinsured and Uninsured Motorists limit of not less than $1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than $5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.

- Workers' Compensation. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of $100,000 / $500,000 / $100,000.

- Professional Liability. If professional services are supplied to the Institution, Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars ($1,000,000).

*If you have additional questions, please contact:*

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

**Appendix A – Proposed Application Interfaces**

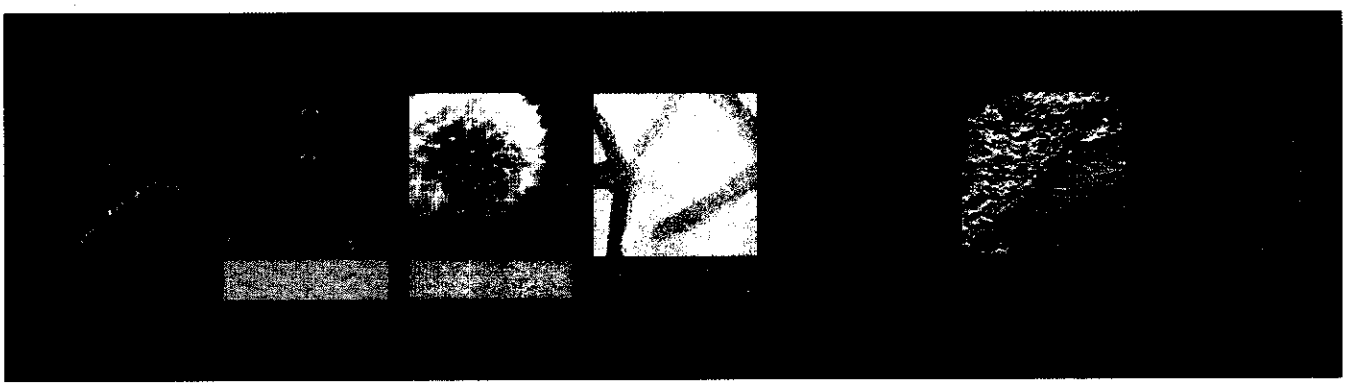
For any proposed interfaces to and from the University of Idaho's Banner database (or any other locally hosted enterprise database), please address the following questions:

- What specific interfaces are proposed? Please indicate whether they are incoming or outgoing and what implementation options (batch or real-time) are available?
- Please provide an overview of the processing requirements of the proposed interfaces.
- Does the vendor provide an existing interface for the University of Idaho database application (i.e. Banner)? Please explain in detail.
- Does the proposed interface architecture require additional products or configurations beyond a standard Oracle database configuration? Will any additional software be required for the University infrastructure? Please explain in detail.
- If additional software will be required to implement the interface, will the initial cost and yearly maintenance included in the proposal?
- Can existing interface feeds already in place at the University of Idaho be accommodated by the vendor? What would be necessary to evaluate and estimate those existing interfaces?
- Will the proposed interface operate totally within University of Idaho trusted network or will data be transmitted remotely? Please describe in detail.
- What University of Idaho enterprise database(s) will be involved in the interface?
- What data elements will be extracted from or loaded into these databases? List schema, table, column and description for each data element needed, if known.
- Please describe any data to be included in the proposed interfaces that could be considered sensitive personal information?
- Will the interface require direct access to a University of Idaho database server? Please describe in detail. **NOTE: Access to database servers other than through database communication port(s) is currently prohibited.**
- If a real-time interface is being proposed, please describe the architecture in detail.
- What party will be responsible for building the interface (the vendor or University of Idaho staff)? Please explain in detail.
- If the proposed interface will be based on direct access to the University of Idaho database, will the connection be made from an identifiable list of vendor-hosted servers? Please explain in detail.
- Do the proposed interfaces process only full datasets or does the functionality allow for incremental updates to the University of Idaho database application(s)?
- What mechanism is provided to receive and evaluate the status of a load operation (i.e. how many rows were loaded successfully or failed, and why)? Please describe in detail.
- Will a detailed specification document be provided for each proposed interface? Please provide an example of the proposed format.

- Will a configuration management plan be provided to ensure that any changes to interfaces are properly tested in a controlled environment prior to implementation? Please explain in detail.

- Can a fully functional test environment be provided, with a complete University dataset, for testing interface modifications prior to implementation?

- How will the vendor ensure that processing deadlines for time-critical interfaces are monitored and met to ensure University operations are not adversely impacted?



# Proposal to Provide an Employee Benefit Enrollment Management Solution to the University of Idaho

RFP No.: 11-34J

Due Date: March 31, 2011 @ 4:00 p.m.

Paul Sywulych
Vice President, Solution Architecture
Seven Parkway Center
875 Greentree Road, Suite 500
Pittsburgh, PA 15220
Phone: 412.919.4805
Fax: 412.922.6619
Email: psywulych@morneausobeco.com

MORNEAU SHEPELL

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**Notice of Confidentiality**

This document contains confidential information or details of proprietary processes or systems developed by our firm. Therefore, we respectfully request that the contents be held in strict confidence and not shared with any third parties without our written permission. The contents of this document are protected by copyright.

MORNEAU SHEPELL

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# Introduction

Morneau Shepell is excited to offer our benefits administration services to University of Idaho's employee and retired population. Established in 1962, our firm has focused on consulting and administration services for pension, savings, and health & welfare benefit programs since inception. Our annual revenue is $335.2 million, qualifying Morneau Shepell as one of the largest providers of administrative solutions in North America.

We believe we are qualified to serve you for the following reasons:

- Our recommended approach leverages our automated, large-market system solution for the mid-market employer, while many of our traditional competitors implement a separate, pared-down platform with limited functionality and extensive manual procedures. We therefore offer a solution that is both comprehensive and cost-effective.

- Our *Ariel Benefits* platform automates the vast majority of business processes, minimizing risk of manual errors while maximizing operational efficiency. The net result is ongoing process improvement and associated savings to our clients.

- Our Express Implementation methodology facilitates a low-risk transition process with minimal time and effort for University of Idaho staff while offering high-quality, made-to-fit solutions. Our websites and service centers are branded to enforce value recognition for your plan participants.

- We have experience delivering solutions to diverse organizations with complex requirements, evidenced by our work with the Public Education Benefits Trust, Hawker Beechcraft Corporation, Bristol-Meyers Squibb, and the State of Nevada. We offer a flexible delivery model and tailored solutions to meet these varying needs.

The true measure of success for a firm such as ours is best measured in two ways:

- **Client satisfaction** - Our firm's ultimate objective is always to meet and exceed the expectations of our clients. To this end, we run a Client Satisfaction Survey, with further specific follow-up when we complete project work. We are pleased to report that Morneau Shepell's most recent client satisfaction score is 4.45 of a possible 5, and that over 94% of respondents reported that they would recommend our services to others. Our Client Satisfaction Survey results and formal post-engagement follow-ups continually show industry-leading ratings. We commit to systematically measuring your expectations against our service delivery, and continually improving our service.

- **Market responsiveness** – Morneau Shepell has for many years achieved double-digit growth in revenue and we are the fastest growing firm in the industry. With over 2,400 professionals working across North America, the firm serves over 8,000 clients, ranging from small businesses with a handful of employees to some of the largest corporations, governments, and associations in North America. Our primary mission is to support plan sponsors in every aspect of the design and management of their benefits, wellness, and compensation programs.

We are confident in our ability to establish a truly effective partnership with University of Idaho for this project. We trust that the responses contained in this proposal will showcase our abilities to develop a successful transition plan and to ultimately deliver a leading edge, customer focused administrative solution for your benefits program.

Respectfully submitted,

MORNEAU SHEPELL

Paul Sywulych
Vice President, Enterprise Solution Architecture

# Response Sheet

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 11-34J

PROPOSAL RESPONSE CERTIFICATION

March 30, 2011
DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers 1 to - have been received and were examined as part of the RFP document.

Paul Sywulych
Name

Signature

Vice President, Solution Architecture
Title

Morneau Shepell Limited
Company

Seven Parkway Center - Suite 500, 875 Greentree Road,
Street Address

Pittsburgh, PA 15220-3508
City, State, Zip

tel.: 412.919.4805 fax: 412.922.6119
Telephone Number and Fax Number

412.919.4805
Cell Phone Number

psywulych@morneausobeco.com
E-mail Address

Delaware
State of Incorporation

52-1883918
Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE) _____
Women Owned Business Enterprise (WBE) _____
Small Business Enterprise (SBE) _____
Veteran Business Enterprise (VBE) _____
Disadvantaged Business Enterprise (DBE) _____

*Business Classification Type is used for tracking purposes, not as criteria for award.*

SECTION 1

# Background and History

**Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.**

## Company Overview

Morneau Shepell is a leading provider of human resource consulting and outsourcing services, with over 2,400 employees in more than 70 locations across North America. The company's solutions are designed to assist employers in managing the financial security, health and productivity of their employees. We serve over 8,000 clients representing over eight million employees and their families, ranging from small businesses with a handful of employees to some of the largest organizations in North America.

We offer consulting and administrative services for the full range of benefit, pension, health management, and employee assistance programs. This suite of services allows us to offer business solutions that help our clients reduce costs, increase employee productivity and improve their competitive positions by supporting their employees' financial security, health and well-being.

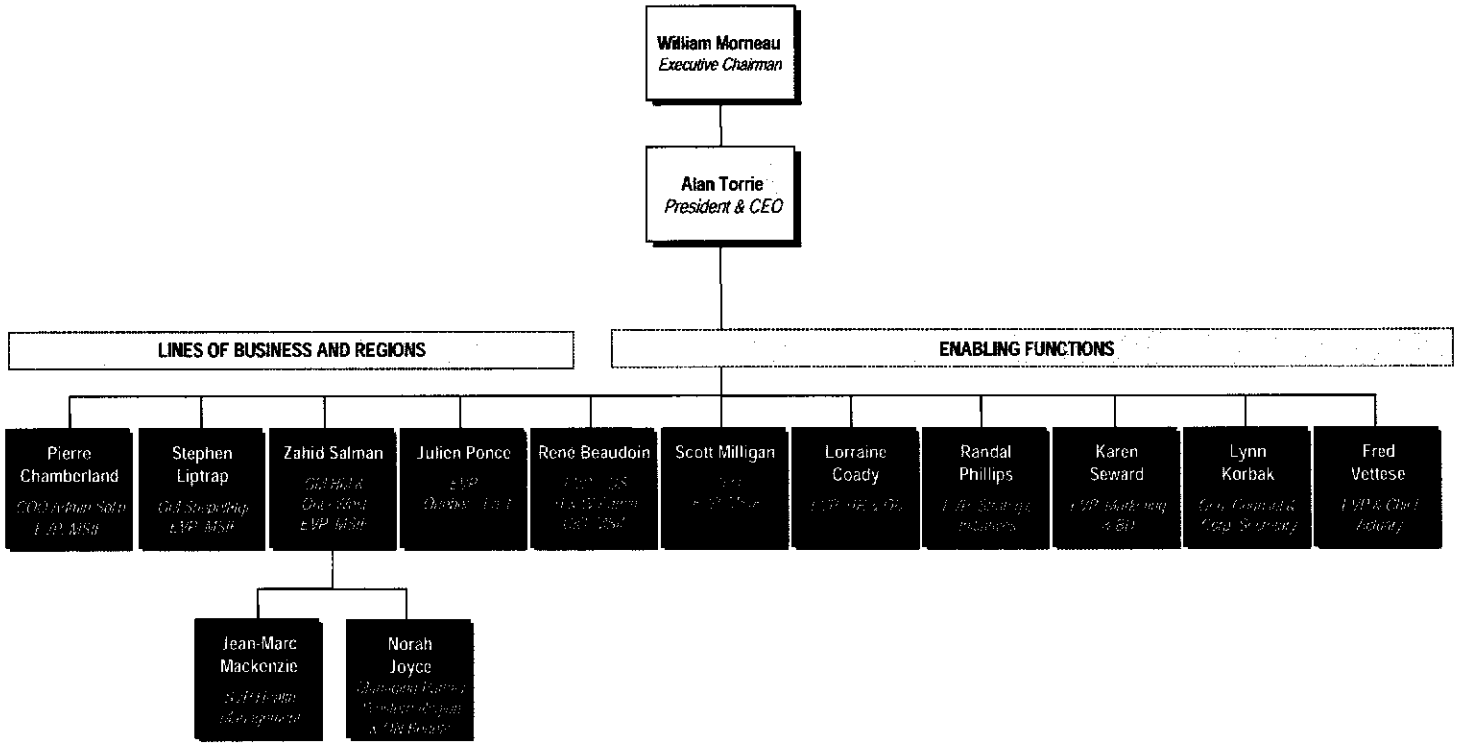
Morneau Shepell is the trade name of Morneau Shepell Ltd., which is the operating company of Morneau Shepell Inc., a publicly traded company on the Toronto Stock Exchange.

The organization has been in business since 1962 – following are some key milestones in the company's history:

| Year | Event |
|---|---|
| 1962 | Initially founded for and helped launch the Québec Pension Plan |
| 1966 | W.F. Morneau & Associates was established with expertise in benefits consulting and administration |
| 1979 | WarrenShepell was established and brought a core competency in behavior change services that emphasize prevention- and early-intervention |
| 1981 | FGI World was established to provide EAP, absence, disability, and occupational health and safety to build a full suite of health management solutions |
| 1992 | W.F. Morneau & Associates forms a strategic alliance with Coopers & Lybrand and absorbs its pension consulting and actuarial business |
| 1997 | W.F. Morneau & Associates and Sobeco merge to form Morneau Sobeco |
| 1998 | Morneau Sobeco acquires the Canadian pension consulting practice of Deloitte & Touche |
| 2005 | Morneau Sobeco becomes an income trust: Morneau Sobeco Income Fund (MSIF) |
| 2006 | MSIF expands its western Canada presence by acquiring Heath Benefits Consulting |
| 2006 | WarrenShepell and FGI World merge to form Shepell•fgi |
| 2007 | MSIF enhances its Ontario presence by acquiring the defined benefit pension business of Cowan Benefits Consulting |
| 2008 | MSIF adds further depth in western Canada by acquiring the actuarial firm of Leong & Associates |
| 2008 | MSIF becomes a major player in workplace health and productivity solutions with its acquisition of Shepell•fgi |
| 2010 | MSIF acquires the Worker's Compensation Services Practice of Deloitte |
| 2011 | MSIF converts from an income trust into a corporation, Morneau Shepell Inc. |

# Organizational and Service Structure

The diagram below illustrates Morneau Shepell's national senior leadership team:




Morneau Shepell's Executive Committee includes all principal officers (Chairman, CEO/President, Chief Operating Officer, Chief Financial Officer, Chief Information Officer, and Executive Vice Presidents) responsible for key strategic issues of the firm, and is supported by two Management Committees that are involved in business development and other management decisions.

SECTION 2

# References

**The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where services similar in scope to the requirements of this RFP are currently provided. In addition, please provide references for three firms whose business you have lost in the last three years.**

## Current Client

### *Reference 1*

| | |
|---|---|
| Client Name | Hawker Beechcraft Corporation |
| Contact Name | Nita Long |
| Contact Title | Director, Compensation and Benefits |
| Address | 10511 E. Central<br>Wichita, Kansas 67206 |
| Phone Number | 316-778-1482 |
| Email | nita_long@hawkerbeechcraft.com |
| Description of Service | Morneau Shepell was selected in 2007 to provide administration services for the health & welfare and Defined Benefit plans of Hawker Beechcraft Corporation. This organization is a leading manufacturer of aviation products and services, with locations across the United States and numerous countries worldwide.<br><br>We provide a full outsourcing solution for Hawker Beechcraft's 20 Health & Welfare plans and three Defined Benefit plans, which cover over 8,000 active employees and almost 12,000 retirees. The service model includes call center, self-service website, fulfillment, COBRA, direct billing for retirees, and data interface management with 11 different providers (including HRIS, payroll, insurance carriers, and trustee). |

## *Reference 2*

| | |
|---|---|
| Client Name | State of Nevada (PEBP) |
| Contact Name | Chris DeSocio |
| Contact Title | Information Technology Officer |
| Address | 901 South Stewart Street, Suite 1001<br>Carson City, Nevada 89701 |
| Phone Number | 775-684-7001 |
| Email | cdesocio@peb.state.nv.us |
| Description of Service | The Public Employee Benefit Plan (PEBP) team administers Health & Welfare benefits for all Nevada state and some non-state plan participants using our *Ariel Benefits* software. This includes active participants, retirees, direct billing, and COBRA administration – all handled by PEBP using our software on a licensed basis.<br><br>We were selected in 2006 to provide benefit administration tools to support the approximately 40,000 active plan members and retirees. PEBP sought out a vendor who would remain innovative and continually strive to raise the bar on administration. During the implementation, we immediately demonstrated our commitment to efficiency – working with PEBP to identify where automation could enhance productivity and the quality of service and integrating these tools into the service offering. Our software, implemented over an eight-month period beginning in June 2006, has achieved significant efficiencies for PEBP's processing team.<br><br>We continue to deliver innovation, meeting with PEBP regularly to review upcoming changes to the program, review processes, and determine how productivity and quality may be further enhanced. |

## *Reference 3*

| | |
|---|---|
| Client Name | Public Education Benefits Trust (PEBT) |
| Contact Name | Ron Christensen |
| Contact Title | PEBT Vice-Chair |
| Address | 160 Marsden Street<br>Kimberley, British Columbia V1A 1G7 |
| Phone Number | 250-427-4265 |
| Email | rchristensen@sd6.bc.ca |
| Description of Service | The PEBT was established in 2002 and provides benefits, including a self-insured (with durational pooling) LTD plan, for unionized support staff employees in the K-12 sector of BC. The Trust originally provided benefits for 14,000 members from 44 school districts, but was expanded in the last round of bargaining to 22,000 members representing 59 school districts in the province.<br><br>The PEBT LTD program is very unique in that it is made up of two components; "Core" LTD and "Other" LTD. The "Core" LTD is funded with monies received from the provincial government. This makes the role of the Plan Actuary crucial as the benefit level provided under the "Core" LTD is based on available funding and the Board may change, with the advice of the Plan Actuary, the benefit level depending on whether there is an actuarial surplus or deficit associated with the "Core" LTD program. Since inception, there has been one change to the benefit level, where the coverage was increased from 50% of monthly earnings to 60% of monthly earnings.<br><br>The "Other" LTD is made available to those school districts that previously had a disability arrangement in place that exceeded the "Core" LTD benefit offered through the PEBT. The "Other" LTD is paid by the school district and/or employee based on agreed cost-sharing arrangements, and is underwritten on a fully insured basis with insurer.<br><br>The PEBT LTD program is also unique in that it includes a confidential joint early intervention service (JEIS) to assist plan members in their return to work. The JEIS is a mandatory part of the LTD program and is supported by support staff unions, participating employers and the PEBT.<br><br>Morneau Shepell is the benefit consultant and Plan Actuary to the PEBT assisting in the development and management of their LTD and JEIS programs as well as completing a full and comprehensive valuation of the life and LTD plans on an annual basis. |

# Former Clients (lost in the last three years)

## *Reference 1*

| | |
|---|---|
| Client Name | Detroit Medical Center (DMC) |
| Contact Name | Mr. David Weiner |
| Contact Title | Director of Benefit Programs |
| Address | 3663 Woodward Ave<br>Detroit, MI 48201 |
| Phone Number | 313-578-2281 |
| Email | dweiner@dmc.org |
| Description of Service | DMC joined Morneau Shepell in the fall of 2009 at which time Morneau Shepell was contracted to provide Annual Enrollment services for the entire active population in addition to ongoing services to all COBRA and Retiree populations.<br><br>On December 30, 2010, a deal was closed whereby Vanguard Health Systems of Nashville, Tennessee purchased DMC. As a result of this acquisition, DMC will be absorbed into the Vanguard Health System benefits plan offerings and will no longer require the services of Morneau Shepell contracted as of July 1, 2011. |

## *Reference 2*

| | |
|---|---|
| Client Name | Canadian Forest Products Ltd. (wholly owned subsidiary of Canfor Corporation) |
| Contact Name | Ms. Jania Picton |
| Contact Title | Compensation & Benefits Coordinator |
| Address | Prince George Administration Centre<br>5162 Northwood Pulp Mill Road<br>Prince George, BC V2L 4W2 |
| Phone Number | 250-962-3261 |
| Email | Jania.Picton@canfor.com |
| Description of Service | Canfor has been a Morneau Shepell client since 2000 when we were awarded a full outsourcing benefits administration mandate. Their program consists of one traditional and two flexible benefits plans, covering 1,600 plan participants. In 2001, Morneau Shepell commenced administration of Canfor's defined contribution plan, and a few years later, we began administering the company's 3,300-member defined benefit pension plan. As with their employee benefits program, this was a full outsourcing mandate featuring Web-based member self-service functionality. In 2007, Canfor decided to consolidate its outsourced DB pension administration services with its current actuarial services provider. |

## *Reference 3*

| | |
|---|---|
| Client Name | Fisher Scientific |
| Contact Name | Ms. Terry Baker |
| Contact Title | Director, Benefits Administration |
| Address | 2000 Park Lane Drive<br>Pittsburgh, PA 15275 |
| Phone Number | 412-490-8965 |
| Email | terry.baker@thermofisher.com |
| Description of Service | In 2003, Fisher Scientific chose Morneau Shepell as their pension administrators. They felt that our web-enrolment tool was the most user-friendly and that it offered more functionality than our competitors.<br><br>We lost Fisher Scientific in 2006 as a result of the company being acquired by Thermo. |

Please contact Paul Sywulych prior to contacting these references, so we can properly introduce you and confirm their availability.

## SECTION 3
# Experience and Support

**Describe Proposer's experience in performing the requested services**

As a leader in benefits administration, Morneau Shepell provides cost-effective, high quality service and technology services to deliver made-to-fit solutions to our clients. Our software is web-enabled for active and inactive populations, and supports all elements of eligibility, service, and accounting management. Our software – *Ariel* – is developed and maintained in-house by over 150 technology staff, and has used to support benefit administrative outsourcing since the early 1990s. We deliver benefits administrative processing and call center services from three North American service centers, and support over 2.5 million plan participants.

As a leading benefits administrator, some key features of our solution include:

- Enrollment of new employees
- Management of open enrollment
- Process life event coverage changes
- Maintain beneficiaries and dependents
- Process terminations
- Administer death events
- Respond to benefits-related questions and requests
- Maintain and support our benefits administration system for changes in legislation, plan rules, etc.
- Provide initial qualifying notice of COBRA rights
- Provide COBRA election notices and manage related enrollment and billing process
- Support H.S.A. and F.S.A. administration – leveraging the client's elected provider or one of our strategic alliances for claims payment
- Handle direct billing of leave, retirement, and other populations not paid via regular payroll or pension check
- Manage appropriate back-up procedures, and maintain a disaster recovery plan

- Co-ordinate and maintain insurer and other vendor data feeds
- Manage 'burden-of-proof' requirements and support dependent eligibility audits
- Perform other record-keeping functions
- Produce premium statements and complete reconciliations for insurance carrier payments
- Produce employer reports

We are flexible in our service offerings and always develop a solution that focuses on the client's specific requirements. We can offer University of Idaho a wide range of service models, which includes a full outsourcing solution, as well as the inclusion of more sophisticated elements such as custom-branded self-service websites that would allow your employees to perform a number of activities related to their group benefits on their own, such as printing forms, viewing benefits statements, and ongoing life event enrollment. We provide call center services to a number of clients as well. Additionally, we provide a dependent eligibility audit service which leverages our core *Ariel Benefits* solution.

We are committed to providing service of unequalled excellence and will provide a designated Client Service team to University of Idaho. Client Service teams are responsible for providing new clients a seamless conversion to the ongoing service model, as well as overseeing ongoing administration. The Client Service team consists of an Implementation Project Manager, Client Service Representative, and IT support staff. The Client Service Representative and Implementation Project Manager will coordinate efforts throughout the implementation process. Upon completion of the transition, the Client Service Representative will serve as the client's designated point of contact with responsibility for managing the ongoing administrative functions necessary to meet contractual expectations and customer satisfaction.

SECTION 4

# Costs

**Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.**

Our proposed fees, which includes all requested on-line, data processing, and member service support are as follows:

- Implementation Cost (one-time fee): $75,000
- Per Employee Per Month (continuing fee): $5.35

## Key Assumptions

Following are key assumptions underlying the above pricing:

- There will be less than 1,000 participant calls per annum
- There are 5 vendor interfaces, sent weekly
- A weekly inbound HRIS interface, received in our standard format
- A bi-weekly payroll interface sent in Banner's standard format
- Data conversion (implementation) in our standard format, including 18 months of history for health plans
- No data clean-up will be required
- Direct billing for inactive populations other than COBRA and retirees (e.g. leaves), which can be supported if desired

## Client Support and Ongoing Changes

We believe that to the greatest extent possible, fees should be all-inclusive. We understand that a variety of issues may arise day to day that could be out of scope. To provide our clients with the greatest possible flexibility, our fees include an additional Client Support Bank of 120 hours. This size of bank has proven sufficient for

organizations of similar size and complexity as yours. Each item is charged to the Support Bank based on an approved flat-rate cost estimate. Additional Support Bank hours can be purchased at a rate of $200 per hour. This Support Bank can be used for a range of services that would traditionally be out of scope:

- Additions or changes to HR or payroll data feeds
- Implementation costs for transitioning to new carriers
- Development of additional carrier feeds
- Plan design changes aside from routine annual premium rate or cost-sharing changes
- Addition of a new plan with a different plan design
- Ad-hoc queries or special reports developed by our staff
- Changes to the website navigation or content
- Development of participant enrollment materials, SPDs, or other communications

SECTION 5

# Proposer Exceptions

**Describe any exceptions to the terms and conditions contained within this document.**

## Section 6 - General Contractual Terms and Conditions

### *6-1 Agreement Terms and Conditions*

The only part of this provision we have comments on is the following: "The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP."

We are providing exceptions to some of the provisions listed in the RFP which we hope can be negotiated between the parties, and as such, the final agreement will not include all terms and conditions set forth in the RFP.

### *6-3 Termination for Convenience*

We would require the University to provide reasonable notice for termination for convenience. We would suggest 180 days prior written notice to ensure that both parties have ample time to provide transition services to a third party provider. We would also request that on termination for convenience that we are paid all fees and charges incurred by us, on a time and materials basis, in respect of implementation and transition services.

### *6-4 Termination for Default*

For a default, or material breach (which should be defined) of the contract, there should be a mechanism by which the University provides written notice of such default to Morneau Shepell in order to allow Morneau Shepell to remedy the breach within a reasonable cure period. If Morneau Shepell has not cured the breach within the cure period, the University would have the option to terminate.

## Section 7 – Indemnity, Risks of Loss, Insurance

### *7-2 Indemnification*

Morneau Shepell requires that the indemnity in this section is (1) mutual (where applicable), (2) limited to direct damages only (not consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses), and (3) subject to a reasonable limit on Morneau Shepell's liability.

### *7-3 Insurance*

#### 7.3.1 General Requirements

**7.3.1.1** - The only exception we have with this section is that the insurer will only endeavor to provide the University with thirty (30) days' written notice prior to cancellation or termination (not a non-renewal or other material change). Morneau Shepell can however provide you with such notice.

**7.3.1.2** - Morneau Shepell is happy to provide you with certificates of insurance evidencing the requested insurance but we refrain from providing third parties with full copies of our insurance policies and endorsements.

**7.3.2.2** - Morneau Shepell cannot comply with this section as we do not own any vehicles and only have non-owned automobile liability coverage which is covered under out Commercial General Liability insurance. We do however have a limit of $1,000,000 on this coverage.

## University of Idaho - General Terms and Conditions (Page 23-24)

This "purchase order" is not entirely applicable to the services that Morneau Shepell will be providing and we suggest that most of these terms will need to be modified or removed to reflect the applicable services.

SECTION 6

# Technical specifications

**Please fully describe how your system meets the following requirements:**

## Policy on:

**1. System capabilities to process multiple effective dates**

Effective dates are tracked at the attribute level for all participant data elements (demographics, job information, benefit elections, costs, dependents, beneficiaries, etc.) involved in Health & Welfare recordkeeping services. All configuration parameters are assigned an associated effective date on entry. As such, all changes – whether made via inbound feed, on-line or phone-based enrollment selection, or changes to plan parameters – are processed in accordance with provided effective dates and respect the associated rules as at the effective date of change. The system can therefore handle multiple enrollment changes during the open enrollment period (e.g. life event during open enrollment, where the salary in the prior plan year may be different from the salary for the upcoming plan year) retroactive changes that span plan years, and other complex situations with ease.

**2. Handling life event changes; expedite enrollment when necessary, i.e. birth**

The system supports three key types of events, as follows:

- **Time-based events** – periodic events such as open enrollment or partial mid-year re-enrollment (e.g. due to a significant plan change) are queued-up in batch by Morneau Shepell staff. This initiates notifications to the plan participants via e-mail or traditional mail (as desired), who can access the associated event in their 'to-do' list on the site.

- **Trigger events** – includes new hires, changes in job or part/full-time status that may allow the employee to change his/her elections, retirement, etc. In these cases, the system detects the associated change when reported via the regular HRIS feed and queues-up the associated event automatically, notifying the participant of their ability to process their elections on-line via e-mail (or paper if no e-mail is on file).

- **Life events** – these are typically self-reported on the site. The list of events, associated reporting timelines, and Section 125 restrictions are configured based on the client's plan rules to ensure that every enrollment is screened automatically prior to publishing to the system. Where additional 'burden of proof' documents are required, the associated event is 'held' until the documents are received and processed in our service center.

Where an expedited enrollment is required, we have established procedures to accept the enrollment over the phone (all calls are recorded for quality assurance and compliance purposes) and to report the enrollment to the carrier prior to the next scheduled provider feed.

**3. Ability to Managing retroactive changes, including calculating premium and contribution amounts and then include on regular payroll file**

Our *Ariel Benefits* module handles retroactive adjustments to premiums, deductions, employer costs, and imputed income, and includes these on carrier invoices, payroll files, and direct bills as appropriate. All plan settings and member benefit data are time sensitive. As such, the system fully supports retroactive changes to plans, rates, and participant selections. For example: Rate Schedule A can be changed to Rate Schedule B for a prior billing period and any subsequent calculation for that period will produce an adjustment. Similarly, a participant plan selection can be changed retroactively and adjustment calculations will be produced. Complex scenarios containing a mixture of plan and participant enrollment changes are also fully supported. For example, if Member 1 has a coverage option change prior to the effective date of the change from rates A to B, the adjustment for the period prior to the rate change date will be based on schedule A and the adjustment for the portion after the rate change date will be based on schedule B.

# Communication process

**4. Will University of Idaho have access to all employee communications between Vendor and employees? Example: if employee calls Vendor, will we have access notes?**

Authorized University of Idaho staff can access our web-based *Ariel 360* customer service module to view the following information:

- **Call history** – including questions asked, answers given, etc. for a given participant, and in summary (via reporting) for the population in general to help identify trends, etc.
- **Web site access** – each time the participant accesses the site and for some key transactions, this information is logged in *Ariel 360*
- **Communications** –outbound e-mails/documents sent to the participant, along with those received from the participant

We record 100% of inbound and outbound participant calls, and can make these available to the university on request.

In addition to the history of interactions, authorized university staff can emulate the experience of a given plan participant – if desired – to view more detailed interactions such as enrollment elections, history of demographic/job changes, etc.

**5. Please provide samples of your employee communication materials, including new hire benefits information and instructions, COBRA election notices, and all other standard letters.**

We have included samples of our employee communications material in Appendix C.

**6. Is vendor able to Email users directly, follow-up, etc**

We typically use e-mail to deliver high-volume or high-frequency communications to participants, where personal information is not included in the body of the message. Examples include:

- **New hire notification** - Typically, the new hire process is communicated via e-mail and contains key information required to access the participant website.
- **Open enrollment notification** - This is typically sent via e-mail, and reminders are sent to participants who haven't enrolled during the enrollment window (as agreed to by University of Idaho's management team).
- **Reminders** - Where a participant has not completed his or her event on time (new hire, open enrollment, work event) or has not returned required forms on time (health evidence, required documentation, pension elections), *Ariel Benefits* sends reminders on a pre-defined schedule (as agreed to by University of Idaho) prior to the default / stale-dating process.
- **Push communications** - We are able to send targeted messages to participants in batch to communicate changes in plan design, significant events (e.g., early retirement windows), campaigns to build employee awareness, and other notices pertaining to service delivery. This channel would be considered as part of the overall communication strategy design.

We support secure e-mail via TLS, and can leverage e-mail to work addresses for more personal information for clients who also support this protocol. Where not supported by the client, we can send a notification e-mail to the participant with a link to the full e-mail text containing personal information. Where e-mail is not practical (e.g. for inactive participants or for populations without e-mail access at work), we simply default to paper communications.

Participants are able to ask questions on-line or via e-mail sent to a University of Idaho branded e-mail address accessible by the call center team. CSRs access this shared e-mail account and respond to participant questions and do not include any personal information in the associated response (any request for personal information is sent via traditional mail).

# Interfaces to ERP (Banner)

**7. Processes for passing employee demographics data to vendor system and accepting benefits data from vendor for payroll processing on biweekly schedule.**

**a. Any existing vendor interfaces with Banner clients**

We do not have any existing interfaces with a client that uses Banner. However, our formats are platform independent and relatively straightforward. We use standard formats and there is significant flexibility within the configuration to accommodate most requirements. See our response to question #7(d) below for additional details.

**b. Data requirements for vendor**

When implementing a new client we typically load the following types of data:

- **Employee/retiree demographic data** – we can use the same format as the ongoing HR interface from Banner
- **Benefit data** – this would include a record for each benefit the participant is currently enrolled in
- **Dependent data** – this would include one record for each covered dependent
- **Beneficiary data** – this would include one record for each beneficiary that a participant has designated. This is optional and assumes the data is currently available in electronic format. If this data is not available, we can conduct a beneficiary election campaign after the go live to solicit this information
- **COBRA data** – this includes some additional COBRA specific data such as qualifying event code, qualifying event date, paid-thru dates, etc.

We can provide a copy of our standard data conversion specification for review upon request.

**c. Ability to meet data requirements and payroll processing deadlines consistently and accurately**

We will work with University of Idaho in advance of the project launch to understand the payroll and other reporting schedules. The process for processing inbound feeds and enrollment changes and for producing and transmitting payroll data is fully automated, and leverages an industrial strength scheduler (Control-M from BMC software), our specialized Electronic Data Interface team, and our 24x7 production support team to deliver on our service level commitments for over 20,000 interfaces annually. That coupled with our fully automated pre-payroll reconciliation process where we run predefined test scripts against the payroll data to verify accuracy, puts us in an advantageous position to meet any reporting timeline.

**d. Interface formats**

Our flexible interface management framework supports variable interface formats for a broad range of clients as follows:

- **Inbound data feeds** – we support a host of formats for HRIS/demographic feeds, post-payroll feeds (payroll results – e.g. deductions taken), and inbound carrier feeds (evidence approvals, etc.), and leverage our web-enabled *Ariel Interface Module* for this purpose. This module accepts variable file formats (XML, .csv, .txt, etc.) on a client-configured basis and manages the loading, validation, and on-line correction and distribution of inbound data to our core administration systems. This tool optimizes data accuracy and resolution timeframes through automated scheduling and notification capabilities and ensures timely and correct data is maintained in the system.

- **Payroll feeds** – our approach is to configure the payroll feed to match the payroll system's required format and content, and could leverage the existing feed format with BenefitConcepts if desired to minimize effort for the university. The payroll feed typically reports all cost information and any elections required for payroll purposes, and separates ongoing amounts from retroactive/one-time adjustments for simplicity.

- **Carrier feeds** – we leverage GenTran to generate 834 files and accept/manage response files where supported by carriers, and to map custom formats in other cases.

**e. Secure file transport functionality**

Data transfer is typically done by electronic file transfer using a secure FTP server. Data transmitted via FTP is typically encrypted with PGP or other encryption software. Morneau Shepell also supports SFTP and VPN.

The Interface Module also includes a secure file upload capability via https. Outbound interfaces are initiated by Control-M, our scheduling software supplied by BMC Software.

# Interfaces to Banner Self Service, Luminis Portal

**8. Allow for single sign on, i.e. employee signs on to Banner Self Service or Luminus Portal and authentication is passed logging the employee into the vendor's system.**

We support single sign-on – both from a client's portal (such as Banner Self-Service or Luminus Portal), and from our site to carrier sites where this is supported by the carrier. We support both standards-based solutions leveraging SAML 1.1 or SAML 2.0, custom/packaged solutions (e.g. Netegrity), and custom / home-grown solutions as required for many of our clients.

For some clients, portions of the population (e.g. COBRA, retirees) may not have access to the client's HR portal or network, or restrictions prevent active employees from accessing the client's portal from home. In these cases, we can support a 'mixed' model, where our core authentication service can be open to only the applicable populations – or where our login page calls the client's authentication service for authorization. Where our authentication service is used, *Ariel* requires the following to grant access to the site:

- **Employee ID:** typically, a known identifier (employee number or payroll ID) is leveraged to minimize confusion. Where no unique identifier exists, a participant registration process allows the employee to assign his/her own identifier on-line.

- **Password:** in most cases, a password rule (e.g. portion of birth date and SSN) constructs the initial password and minimizes costs associated with personalized password-statement distribution. Alternatively, a random password can be generated in accordance with configurable password-strength requirements, and communicated to participants at inception. After initial login, the employee is required to change their password, in accordance with established rules, and to complete responses to three security questions (selected from a long list of standard questions). These security questions are used for the online password recovery process. When answered correctly, the password is reset to the default (if formula-based) or distributed (if random).

Typically, plan participants are locked-out after three failed log-in attempts. However, lock-out procedures can be customized and configured to University of Idaho's requirements.

# Quality Control, Data Integrity

**9. Change management methodology and process**

Whether outsourcing administration for the first time or changing providers, employees will notice a change from what they are used to. For these reasons, it is important to manage change proactively by ensuring that we communicate with all of the constituents impacted by the change. Setting expectations early and communicating often will dramatically improve acceptance of the change, hence ensuring the success of the project.

At the outset of the project, we will establish and introduce you to our ongoing service team, including our executive sponsor, client relationship managers, solution architects, Contact Center manager, and other key staff. Because our proposed University of Idaho relationship manager and client managers will be heavily involved in both implementation and ongoing services to you, this transition process will be relatively smooth.

From a project management perspective, any change which is outside the scope of the benefits implementation project will be discussed with the project steering committee.

Once there is mutual agreement regarding the required change, the Morneau Shepell project manager will draft a Change Order and submit to the University of Idaho project manager for review and approval.

With respect to ongoing administration, we will finalize all service standards with you and establish a process for resolving service issues.

For administrator access by the HR team at University of Idaho, we will provide your management and HR staff with the appropriate user training on our benefits administration system. Training on our "super-user" functionality typically takes less than one business day. This training will ensure that there are minimal disruptions to the ongoing service during the cutover to the new system.

With regards to communication initiatives, as part of our transition services, Morneau Shepell will work with you to prepare an appropriate communication piece for employees/retirees that outline the changes in administrative procedures. This handout will specify:

- New contact telephone numbers
- Key information about accessing and using the self-service website
- Enrollment deadlines
- Forms to complete

We have a dedicated Communication Practice that is focused on assisting employers in meeting their internal communication needs. Our communication consultants have specialized expertise in traditional and flexible benefits and retirement plan communication. They are technically knowledgeable in the areas of benefit/pension content, legal, and tax issues affecting these plans, as well as administration issues. This enhances our ability to provide clear and effective communication to plan members, in order to improve their perception of their benefits programs.

We can provide a more comprehensive communication strategy to support the change in providers. This includes:

- Focus groups to present the company's objectives and proposed changes, in order to refine the new processes in place and adjust the future communication to answer employees' concerns;
- Information bulletins before and after the focus groups, to explain program changes, services available to members through the insurance company, new program features such as web self-service, and general tips and tricks about the new processes;
- Employee presentations to introduce the new program;
- Web-based and paper-based enrollment guide; and
- Detailed website presenting the plan details.

We would be pleased to discuss these strategies in more detail, including costs.

**10. What other processes are in place?**

Our quality framework, verified via annual CICA 5970/SAS 70 Type II audits, is described below:

## Administrative Solutions Quality Framework

Our Administrative Solutions Quality Framework includes a variety of practices supporting our ongoing commitment to quality expressed via adherence to six key principles:

- **Leadership through involvement** – Our management team, up to and including the executive committee, are benefit practitioners who are focused on the internal and external workings of the administration business
- **Client focus** – We view the length and depth of our client relationships as a critical factor to our success, and consider day-to-day participant interactions as a component of the overall client relationship
- **Performance controls** – To succeed, we establish performance metrics, then manage ourselves on a daily basis to meet or better our service standards and test these regularly to confirm results
- **Continuous learning** – We provide opportunities for long-term development of our staff through internal and external training programs
- **Continuous improvement & breakthrough thinking** – Stresses the importance of innovation and evolution in our practices and supporting technology

- **People focus** – As a service organization, the quality and availability of talented staff is critical, as reflected in our recruiting and retention strategies

Adherence to our overall quality framework is validated in a variety of ways:

- **Daily** – Via automated tracking, reporting, and escalation methods relating to client Service Level Agreements (SLAs) and Key Performance Indicators (KPIs)
- **Monthly or quarterly** – Accumulated & reported to clients through regular Service Reports
- **Annually** – Tested through CICA 5970/SAS 70 Type II audits performed by KPMG

We believe that quality is a key contributor to the success of Morneau Shepell, in the areas of achieving superior client service, improving risk management, and employee satisfaction. Quality at Morneau Shepell is built on a Quality framework that is described in more detail below:

| Quality | Description |
|---|---|
| **Leadership** | Leadership starts at the top – from the Executive level of our organization. Senior management, lead by Bill Morneau (Executive Chairman) and Alan Torrie (President & CEO) is responsible for creating a culture of quality, which "sets the tone," by implementing appropriate policies and procedures, and choosing to recognize and reward quality in our employees. Input and participation at all levels of the firm is encouraged to ensure the policies are appropriate.<br><br>In order to foster a culture of quality we recognize and reward employees for high quality work and compliance with policies. This is achieved through processes such as performance management, bonus and promotion systems and, if necessary, disciplinary actions.<br><br>Clearly it is necessary to ensure effective and open communication of quality objectives and means to achieve the objectives in order to make Quality at Morneau Shepell work. |
| **Professional and Ethical Principles** | All employees are expected to conduct themselves in a professional and ethical manner in all of their dealings with colleagues, clients, and business associates.<br><br>Professional and ethical principles include:<br>▪ ***Integrity***: Acting in a forthright, fair and honorable manner.<br>▪ ***Objectivity***: Acting in the best interest of clients, avoiding conflicts of interest.<br>▪ ***Professional competence and due care***: Applying the level of skill and professional knowledge expected by industry standards.<br>▪ ***Confidentiality***: Respecting the confidential relationship that arises out of business activities and actively ensuring that confidential information is |

| Quality | Description |
|---|---|
| | protected from access by others and not used for improper purposes.<br>▪ ***Professional Behavior***: No dishonest, deceitful, fraudulent behavior and compliance with all acts.<br><br>Compliance with relevant professional association codes of conduct by member employees is also required. |
| **Client Acceptance and Client Planning** | Intuitively, before we make a proposal to do work or accept an engagement we make an assessment of the appropriateness of the client, as well as the work.<br><br>Similarly, we periodically assess our clients' relationships to ensure client satisfaction, identify new opportunities to do more work for the client (cross selling) and assess the economics of the relationship. We have developed an approach and some tools to assist and standardize these two processes firm-wide.<br><br>We have developed a Contracting with Clients policy and standard form agreements. It is the firm's goal to ensure that it has contracts with each of its clients. This is becoming industry standard and clients are asking for written agreements more frequently. Contracts will ensure that we have a clear understanding of our relationship with the client, minimize understandings and better manage our liability and other exposure. For the administrative solutions business, there are service agreements in place with most clients. However, on the consulting side, we have few agreements in place. We will require engagement letters with all new consulting clients. With regard to existing clients, we will obtain them whenever possible and over the next few years will look to have them in place with all clients.<br><br>For those involved in managing client relationships, a more detailed presentation about these points will follow. |
| **Human Resources** | People are our main resource and are key to providing superior quality service to clients. We must make sure that we have sufficient personnel with appropriate skills to perform the work we take on.<br><br>We encourage continuing skills development of our staff through various means, including through the Integrated Learning program, mentoring, peer review, etc.<br><br>Our employees must comply with our policies, professional standards and laws. Over the next few months we will be implementing a new program where we remind employees of key policies and ask them to confirm their commitment to compliance with firm policies. |
| **Engagement Performance** | Once we have been awarded the work from a client, we need to ensure that we are doing it right and in a high quality manner.<br><br>We achieve this through a number of means:<br>▪ **Performance standards –** This includes developing firm standard documents, templates, tools, and manuals, as well as following industry specific guidance. The Administrative and Consulting Management Committees are responsible for developing practice specific performance standards. The role of the National Specialist is also important here.<br>▪ **Communication –** It is your responsibility to ensure that you understand the |

| Quality | Description |
|---|---|
| | objectives of the work and keep others informed of progress and issues that you encounter. Coordination and communication among the team is key. The leader of the engagement team needs to ensure that the appropriate forums for effective communication are established.<br>▪ **Supervision** – All work must be appropriately supervised.<br>▪ **Consultation** – Consultation is encouraged at all times. It uses the collective experience and technical expertise of the firm to reduce the risk of errors or poor quality service. National Specialists play a key role in the consultation process and should be considered a valuable resource. External consultation may also be appropriate from time to time in such areas as legal, financial, accounting or regulatory when specialized knowledge is not available internally. |
| **Engagement Quality Control** | All work must go through some type of review. Generally, in the case of the final work product for consulting clients formal peer review is required. The firm's peer review policy has been revised and another meeting will be held for those directly affected by the policy. In the administrative practice there are many internal controls that satisfy this review requirement. If neither of these situations applies, have a colleague or supervisor review your work to ensure it has undergone a quality assurance process. |
| **Monitoring** | Designing and implementing our Quality practices is step 1. Step 2 is ensuring that it works in practice and is being appropriately applied.<br><br>We conduct practice reviews of work of partners and senior client service staff to ensure consistent application of our quality practices, policies and standards.<br><br>As well, we have been undergoing internal and external audits of various internal controls to ensure that they are properly designed and applied. These audits will continue from time to time and provide our CICA 5970 and SAS 70 Type II certifications.<br><br>We will also monitor compliance through the performance evaluations process and the annual policy compliance confirmation to be obtained from all personnel.<br><br>In addition to ensuring compliance, these processes will provide valuable feedback as to the appropriateness and effectiveness of our existing policies and procedures. Armed with this information, we can take appropriate action to continually improve Quality at Morneau Shepell. |

Each year, Morneau Shepell employs external auditors to provide impartial assessments of our practices in the form of a Section 5970 / SAS 70 Type II Report. Their audit is conducted in accordance with the standards established by the Canadian Institute of Chartered Accountants (CICA) and the American Institute of Certified Public Accountants for audits of controls at a service organization. These audits allow us to provide the highest level of assurance to clients about our quality and control procedures.

# Strategy for identifying and resolving errors

## 11. Contingency plans

The following table highlights some of the typical risks of errors or delays pertaining to the implementation process, along with mitigation strategies that Morneau Shepell has found to be effective in successfully transitioning similar clients:

| Implementation Risk | Mitigation Strategy |
|---|---|
| Conversion data integrity | Standard conversion formats & dedicated data specialists with expert knowledge. |
| Incomplete source system mapping and incomplete conversion files | Specialized and robust tools for data loading and validations. |
| Incomplete data conversion files | Automatic data validation process for all inbound data files. Errors are categorized based on severity. On-line tools available to client for error review and data correction before consumption by downstream systems. |
| Incomplete plan documentation and inconsistencies in the application of plan rules | Leverage implementation workbooks used to completely describe solution requirements. |
| Unknown or vaguely defined administration policies and processes. | Implemented a process definition discipline to uncover the complete set of required administration processes. |
| Insufficient time / capabilities for testing | Standardized process and toll-gate procedures to identify and fill gaps in capabilities and resourcing. |

Following transition, a series of standard controls are leveraged to minimize the occurrence of errors in ongoing service delivery:

| Service Delivery Risk | Mitigation Strategy |
|---|---|
| Inbound data feed issues | Automated interface scheduling, data validations, and notifications avoid data issues and facilitate corrections before these are published to the recordkeeping database. |
| Outbound data feed issues | Automated interface scheduling and screening routines minimize data errors. Where available/supported by the receiver, confirmation files guarantee delivery. |
| Call center quality | All calls are recorded, with sample calls (minimum of 5 per CSR) reviewed and scored monthly by call center coach. Optional participant satisfaction survey, and ability for client to review sample calls for quality. |
| Call center availability | Primary and backup call center, with remote access available via IP Agent for business continuity purposes. |
| Data entry | Automated system edits and integrated peer-review process minimizes potential for errors. |
| System availability | Primary and backup data center, with on-site diesel generators, load-balancing switches, and redundant server capacity to support peak periods and ensure continuity. |

## 12. Notifications

In the event of an error, the notification process to the client is dependent on the level of criticality of the associated issue as described below:

| Issue Levels | Definitions | Examples |
|---|---|---|
| **Level 1** | An event causing a disruption in service, has a major member and/or client impact, and could have significant cost implications.<br>▪ *Relationship Lead to Client* | ▪ Significant item escalated via Level 2<br>▪ Inability to provide an agreed upon service |
| **Level 2** | An issue identified that may impact service levels, service quality and/or cost implications.<br>▪ *Client Manager to Client* | ▪ Critical payment/provider issues<br>▪ Delay in Configuration requests<br>▪ Escalations from Level 3 |
| **Level 3** | An issue with a particular service, or an isolated item that may have impacted quality, or service levels, but did not meet the client expectations. These are normal services issues that are easily resolved.<br>▪ *Client Manager to Client* | ▪ Call Center issues<br>▪ Change requests<br>▪ Ongoing research and resolution |

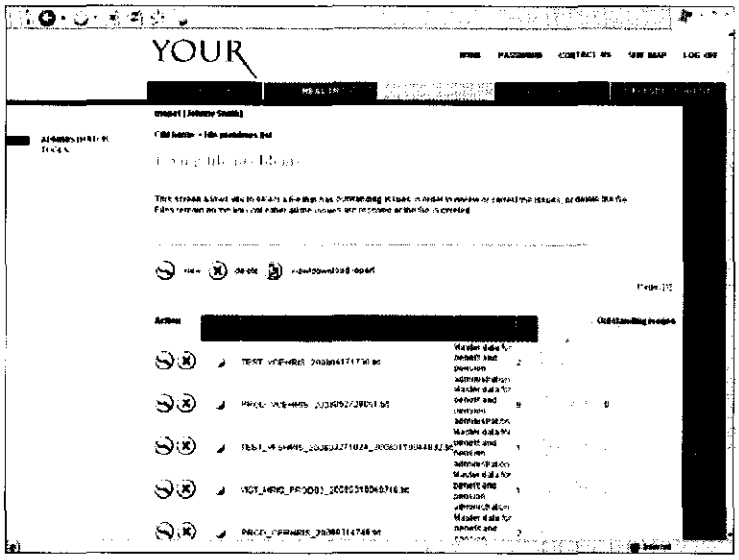
As relates to data integrity, we have built numerous real-time edits into both the data input screens and the interface process. All data received, whether from your system or from plan members, would go through a validation process prior to being transferred to the administration database.

There is an integrated, automated batch process for dealing with the apparent errors that are detected by the verification protocol. Such errors are placed into one of these three categories:

- **Warning only** – the change is accepted, but appears in a warning report as being questionable
- **Supervisor advise** – the change is held in pending mode, to be accepted or rejected only by someone with the proper authority
- **Reject** – certain apparent errors are rejected entirely until some sort of correction is made

To ensure that the administration database's integrity is maintained and service to plan members is not compromised, errors are dealt with promptly. The timing of these error corrections would be one of our service standards.

The following screen shot is from the Interface Module that allows the teams to troubleshoot data issues, and to confirm the proper upload of data.




**13. Test files – Explain testing model, testing platform and how current is the data in testing environment?**

We have a team of Quality Assurance specialists whose role is to ensure that test plans are comprehensive, to thoroughly review the results of all testing, and to report and oversee resolution of any discrepancies or problems noted. They execute test cases, log defects, and summarize test results. Sign-off by the Quality Assurance group is required before any system upgrade goes into the production environment.

At a high level, testing occurs:

- Whenever a system change or enhancement occurs, regardless of the reason for the change
- During implementation, on all client-specific processes – this includes inbound and outbound data feeds, system-generated calculations, self-service functionality, telephone and other infrastructure systems, data flow and other procedures

- Whenever legislative requirements or other data elements are updated – whether at the system or the client level
- Whenever parameters are set up or changed – at the client level

Our testing protocol is critical to our quality assurance, especially for our implementation project methodology. We will be pleased to share details with you when we have the opportunity to meet with you.

## Implementation Testing

During implementation, testing is performed on all client-specific processes – this includes inbound and outbound data feeds, system-generated calculations, self-service functionality, telephone and other infrastructure systems, data flow and other procedures.

Whatever the category, work is done in the test environment. All unit and other testing is performed here. Then, the code or parameter set-up is transferred to the pre-production environment. Further testing occurs, including the user acceptance testing. Once that is complete, changes are moved into the production environment.

## User Acceptance Testing

User acceptance testing is typically performed at the client site, and involves a two-day on-site session facilitated by Morneau Shepell staff followed by a week long period of client-driven testing with daily conference calls to report results and prioritize any defects/changes discovered.

During the UAT phase, we perform end-to-end testing intended to prove all aspects of the interfaces, eligibility, cost calculations, and web site usability. This includes sending us transactions in an HR feed (e.g. new hire, termination, status change), loading the HRIS file, enrolling members, generating a payroll interface and loading the interface to a payroll test environment.

This end-to-end test cycle gives users hands-on experience with the system, serves as a dress-rehearsal for go-live, and provides confidence that the process works from end-to-end.

Once the UAT is complete, all processes and calculations that formed part of the formal test grid will be entered into the Quality Control software for future reference. It is these calculations that will be used as our benchmark in testing future system releases.

The administration team has the ability to request a refresh of the pre-production environment whenever necessary. This involves doing a complete copy from production to pre-production. This is typically timed to coincide with major events such as open enrollment testing, plan design or rate changes, or any other significant system update.

## Implementation process

**14. Please provide detailed description as well as timeline for both initial implementation and annual enrollment updates.**

Based on previous experience, an implementation project of this scope typically takes between four and six months to complete. We are confident that we can complete the implementation stage to begin open enrollment by mid-October, as requested, if appointed by the end of May. A sample project timeline is included in Section 9 of our proposal.

We will be able to confirm the actual project length after reviewing the timing with University of Idaho in the planning phase of the project. Our ability to establish a firm deliver date will be based on the availability of University of Idaho resources, other projects underway at University of Idaho, plan anniversary dates, status of electronic data, final scope, automation and customization needs, and other such factors. Whatever timeframe is established during the implementation phase, we will ensure that a seamless transition of services will occur.

Following is a description of the steps within a typical high-level implementation project plan. It illustrates the general steps required to successfully implement an outsourced administrative solution. A full, detailed project plan will be developed and finalized at the beginning of the implementation phase.

## A. Project Planning

The purpose of this phase will be to carefully review the project and agree on a division of responsibilities between Morneau Shepell and University of Idaho. In a partnering arrangement of this type, it is important that responsibilities be clearly defined and understood on all sides. Based on this, a detailed Service Agreement will be developed for your review and approval. Our proposed project work plan will also be reviewed at this time, and modified as required. This document will detail the deliverables, responsibilities, project team organization, schedule, and processes for project control and change management.

It is important, during this stage, to identify an Implementation Team made up of our staff and yours who will be responsible for this project. We have found that a team approach ensures the functional requirements are fully understood, issues are addressed, and cohesive solutions identified. For continuity, we believe that the Implementation Team should meet at regular intervals throughout the project. Suggested meeting dates will be shown on the final work plan.

## B. Information Gathering and Plan Analysis

During this phase, we will collect all relevant information relating to your current health benefits and billing administration processes and the plan to be administered. This will include items such as:

- Summary Plan Descriptions
- Plan texts
- Procedure manuals
- Employee booklets
- Collective bargaining agreements
- Interviews with many of those currently involved in benefits administration at University of Idaho
- Participant communication examples
- Enrollment package examples
- Management report samples

At this stage, we will prepare a formal plan analysis document. It is critical that our staff learn through such investigation, at an early stage, the details of your benefits programs

and the procedures surrounding it. In particular, we will want to ensure that we understand any administrative details that are not readily apparent from a review of your existing procedure documentation. This proves to be most useful as we work to develop optimal processes and test the system. A thorough understanding of the administrative details around the plan is essential to ensuring nothing is missed.

We will also clarify your needs in terms of reporting and begin to outline the data linkage requirements. This phase lays the groundwork for both the mapping of current processes and the identification of "best practices" moving forward.

## C. Analysis of Data and Interfaces

We will identify the data elements required for plan administration, a key milestone in allowing us to both move forward towards a data conversion and an understanding of what data will be required from external sources on an ongoing basis.

We will also perform a thorough analysis of all the data interfaces required to obtain data and to distribute data to other service providers. This will build on the considerable work already done by you.

## D. Review of Current Administration Procedures

This involves detailed process-mapping of the current arrangement. At this stage, further interviews with University of Idaho staff will be required. We will also organize discussion sessions to ensure that you and we both thoroughly understand all current processes. The final output will be a process map describing the current flow of information for University of Idaho.

## E. Develop Prototype "Best Practices" System and Processes

We would define the overall requirements and develop a "best practice" procedures prototype for your review. From our perspective, the administration "system" involves:

- *Ariel Benefits* for record-keeping
- The electronic linkages to and from your HR and payroll systems for data updating (if identified as required)

- The processes we put in place to ensure the data in *Ariel Benefits*, and the information given to participants, is always complete and correct

In our experience, it is considerably more efficient to allow clients to review and critique a prototype version of the system and processes that is developed by us, rather than to ask them to develop best practices from a "blank sheet of paper". The extensive rules documentation and process-mapping that you have already completed will form a valuable basis to our work in this area, significantly simplifying our efforts.

The "best practice" processes and practices will be thoroughly documented and work on a Procedures Manual will commence. By the time this phase is completed, any gaps in *Ariel Benefits* would be identified and documented for programmer action.

## F. Configuration of *Ariel Benefits*

After review by the Implementation Team, we will begin setting up program parameters in *Ariel Benefits*. At this point, we would also make any necessary programming changes to accommodate your requirements and we would ask for your sign-off on the preliminary system specifications and procedures.

## G. *Ariel Benefits* Modifications (if required)

If our analysis determines that there are gaps in *Ariel Benefits*' ability to effectively handle the requirements of your benefits plans, then specifications will be written and programming changes made. Of course, all changes will be thoroughly tested in terms of the University of Idaho plans.

## H. Develop Test Database to Support Testing

In our experience, it is difficult to evaluate a benefits administration set-up and test it without realistic sample data. The use of "test live data" quickly identifies potential problems in terms of data consistency and systems interfaces. Our testing grid will cover all possible cases and the test database will include all member profiles and situations in the testing grid.

Based on the prototype processes and the plan descriptions, we will identify a comprehensive set of "test plan members" to use in the testing of all calculations and processing.

## I. Test system enrollments, Record-keeping Functions, and Procedures for Ongoing Administration

At this stage, all functions performed by the system will be tested by various groups of *Ariel Benefits* specialists. Testing will cover items such as:

- Enrollment
- Life event changes
- Termination
- Retirement
- Death
- Data feeds to insurers or other service providers
- Data management in respect of the data flow from your HR and payroll systems (if required)
- Premium administration
- Annual processing
- Standard reports

## J. Data Transfer

At this stage, we will perform several test conversions on a sampling of the live data. This permits us to gauge the quality and completeness of the data, so that issues can be dealt with before the scheduled date for the actual data transfer. Once the data is deemed to be accurate and up to date, the transfer would be completed. This would be accomplished using data originating from the current administration systems, or your HR and/or payroll system.

Once the database is populated, we suggest that it be subject to a detailed audit by you. We will provide a convenient reporting format for this process. We believe that it is essential that the staff involved in the checking process be familiar with the current plan administration, if at all possible. These individuals are the best ones to identify any potential problems.

## K. Develop and Test HR and Payroll Interfaces

With the system and processes established and the live data ready or almost ready, the data linkages to your HR and payroll systems can be finalized, tested, and fine-tuned.

Ideally, our testing process will involve parallel runs over several months and pay cycles. For an implementation of this size, it will be desirable to begin to receive data feeds for parallel testing at least two months prior to the "go live" date.

A critical component to successful ongoing administration is our ability to perfect the timing of the data feeds and the related automated procedures.

## L. Develop and Test Interfaces to and from Other Service Providers

Data feeds to and from other service providers would be developed and tested concurrent with the HR and payroll feeds. Any synchronization issues between these and the other feeds would be identified and resolved.

## M. Develop and Customize Self-service Website

A University of Idaho-branded self-service website will be setup with the information, features, and functionality determined during the project planning stage of the implementation. We will customize the site to ensure that University of Idaho plan members are able to access all the data they need to view. We will develop any training materials that might be needed to assist them in enrolling and accessing their information, although most clients find the website so intuitive that formal training is not necessary.

At the same time, the "super-user" functionality would also be tested. This is merely an add-on to the member website, with a different security hierarchy. It allows your management and HR staff the ability to obtain member information and to request reports.

## N. Test Website

Morneau Shepell will thoroughly test the enrollment processing and data access through the website to ensure stability and error-free access.

## O. Setup Contact Center

At this point, we will be ready to establish the infrastructure required for the University of Idaho service team. We will:

- Finalize space allocations

- Setup telephones and computers
- Make final decisions as to team members
- Hire new employees to take the place of those being transferred to the University of Idaho account, and perhaps others to work on the University of Idaho team
- Setup and test *Ariel 360*, for performance monitoring and follow-up processes

## P. Training

Prior to going into production, training sessions will be provided to our service team staff. The training will involve a thorough review of the benefits plans, an introduction to your corporate culture, all procedures and processes, as well as the service standards laid out in our Service Agreement. Any training required for your HR staff would be provided at this stage as well.

## Q. Final Test of Calculations and Processes (User Acceptance)

Near the end of the implementation period, we will run the new processes in parallel with the existing administration. This allows for an overall test of the new procedures in real time, dealing with real situations.

If appropriate, a comprehensive sampling of calculations performed by your existing system will be reproduced using *Ariel Benefits* and the new processes. This final stage serves as the User Acceptance Test, permitting you to provide your formal sign-off prior to the "go live" date.

## R. Quality Control Set-up

Once the user acceptance testing is complete, all calculations that formed part of the formal test grid will be entered into the Quality Control software for future reference. It is these calculations that will be used as our benchmark in testing future *Ariel Benefits* releases.

## S. Implementation

Once all testing is complete and signoff has been provided, our Release Management Team will coordinate the deployment of all required software, configuration, and database updates into the production environment. At the same time, the Project

Manager and ongoing Client Manager will work together to ensure that all handoffs take place so that the transition to the new administrative model is seamless.

## T. Annual Enrollment Updates

Given the importance of Annual Enrollment to all our clients, we manage it each year as a project and follow a pre-defined process to ensure consistent results. The following is a high level overview of some of the key aspects:

- University of Idaho and Morneau Shepell client manager provide overall guidance
- Morneau Shepell Project Manager accountable for overall success
- Detailed project planning (typically a 4-5 month project)
- Plan change analysis and system configuration updates
- Communications (working with University of Idaho to develop strategy)
- Changes to web site content
- Quality assurance (Internal testing and client User Acceptance Test)
- Enrollment and post enrollment processing activities
- Project closure meeting, including 'lessons learned' report to use in planning for the next year's enrollment

**15. Does your system allow for mid-year changes to employer rates/premiums?**

Yes, our system allows for mid-year changes to employer rates/premiums.

**16. Retroactive changes with multiple rates across plan years?**

Yes, the system handles retroactive changes with multiple rates across plan years.

# Vendor's Internal Systems

**17. Timely delivery of payroll data**

**a. Processes and procedures in place to ensure regularly defined delivery time**

As mentioned previously, we will work with University of Idaho in advance of the project launch to understand the payroll and other reporting schedules. The process for processing inbound feeds and enrollment changes and for producing and transmitting payroll data is fully automated, and leverages an industrial strength scheduler (Control-M from BMC software), our specialized Electronic Data Interface team, and our 24x7 production support team to deliver on our service level commitments for over 20,000 interfaces annually. That coupled with our fully automated pre-payroll reconciliation process where we run predefined test scripts against the payroll data to verify accuracy, puts us in an advantageous position to meet any reporting timeline.

**18. Billing and reporting for benefit vendors, third party administrators**

Our system includes an integrated premium reporting and accounting module. Some features of this module include:

- Incorporation of all benefits on a single premium statement
- Option to produce the statement in summary (by member, including required groupings as needed) or in detail (by employee) mode
- On-line tools for initiating billing functions, and accessing historical results
- On-line entry of check payments and manual adjustments (or integration with a separate accounting system, if required)
- Accounting modules designed for strong internal controls and segregation of duties
- Support for detailed payment allocation or balance-forward on participant accounts
- Integrated accounting functions used to allocate payments to premium amounts, and to calculate carry-forwards by member
- Detailed on-line account inquiries
- Employee-level billing if direct bills are required in some cases (e.g. for leaves of absence or retirees)

- Inbound files for check payments (e.g. for pre-authorized checking, lock-box, or other methods of recording payments) and provide outbound extracts of results (e.g. for loading into a separate accounting system)
- Production of provider remittance reports

**19. Retiree billing**

Our *Ariel Benefits* Billing Administration and Accounting module provides complete capabilities for premium billing administration, payroll or pension deduction processing and leave payment management. The system supports employer premium statements and member direct billing. The payment services are integrated with financial institutions lock-box programs, pre-approved checking and credit card processing. Additionally the system can manage arrears payment collection and deferred payment plans.

**20. Enrollment changes**

Our system handles year-round qualified status changes. The system can detect eligibility-driven status changes (e.g. job change impacting eligibility or cost-sharing) based on the receipt of demographic data in the daily census file, automatically setup the event for employees to complete, and send an associated notification via e-mail. Life events (marriage, divorce, etc.) are typically self-reported by the employees. In all cases, the system handles enrollment on-line – processed by the employee or an administrator – and enforces client-configured business rules to ensure elections are consistent with the associated event's/plan's restrictions and to ensure any required documentation is received and approved by the administrator.

The system supports on-line capture via an intuitive user interface of all information pertaining to benefits administration, including:

- Demographic/job data – while typically reported via file interface, authorized client users can change this information on-line if desired
- Contact preferences – participants are able to modify this information (preference for e-mail vs. traditional mail) on-line, if desired
- Dependents
- Benefit elections – core benefits, voluntary benefits, F.S.A. / H.S.A. contribution levels, etc.

- On-line short-form evidence of insurability verification (if approved by the carrier)
- Primary care physicians (if applicable)
- Beneficiary designations (primary and contingent)

# Historical Information

**21. Provide Historical Data upon termination for contract**

We would be able to provide Historical Data upon termination of the contract.

**22. House historical data from prior administrators**

**a. Requirements and process for data transition**

If desired by the University of Idaho, we can load historical participant and benefit election data into our system at transition. However, our typical approach is to only load 18 months of history for medical coverage to enable the production of accurate HIPAA certificates of creditable coverage.

The process for loading historical data is the same as for current data (see response to question 8) except that we would require multiple records for each participant and benefit type (e.g. a record for each time a change occurred).

# Reporting available

**23. What is your standard reporting package? Can the university run ad-hoc reports using an online reporting system?**

We leverage an on-line reporting solution powered by Crystal Reports to allow authorized university users to run reports on an ad-hoc basis. The tool provides a list of available reports which contain run-time parameters which allow the user to tailor the report to meet their specific needs. For more complex reporting requirements, a series of configurable extracts to Excel or other analysis tools are available from the administrator site.

During implementation, we will review our existing report library along with the available run-time parameters (division, job, status, timeframes, etc.) with the team to ensure that these are sufficient for your needs. Where additional reports or modifications to existing reports are required, these are configured during the transition process for ongoing use. Sample reports from our current library are listed below:

| Title | Source | Destination | Description | Frequency | Format |
|---|---|---|---|---|---|
| **Premium Remittance** | | | | | |
| Premium Statement | *Ariel Benefits* | University of Idaho | Includes insured (non-ASO) benefits only | Monthly | *Ariel Benefits* Standard |
| **Administration** | | | | | |
| Interface Manager | *Ariel Benefits* | University of Idaho | Summarizes changes received in HRIS feed, along with data "errors" for inspection/correction by University of Idaho | Daily | Online *Ariel Benefits* Standard |
| To-Do List | *Ariel Benefits* | University of Idaho | Paper report listing the To-Do records to be processed – client can mark records for deletion or modification prior to sign-off | Per HRIS | *Ariel Benefits* Standard |
| **Employee Communications** | | | | | |
| On-line Confirmation Statement | *Ariel Benefits* | Employees | Confirmation Statement – provides coverage, costs, and dependent information to employees | Accessible anytime of day. Data updated nightly. | *Ariel Benefits* Standard |
| Confirmation of Coverage | *Ariel Benefits* | Employees | Paper version of the confirmation of coverage provided when electronic notification is not possible. Used for confirmation of authorization (i.e.: EOI approval). | Triggered automatically when coverage approved. | *Ariel Benefits* Standard |
| Benefit Confirmation Statement | *Ariel Benefits* | Employees | Paper version of the on-line Benefit Confirmation Statement provided to employees who have elected to receive paper-based communication. | Triggered automatically based on enrollment. Also available upon request. | *Ariel Benefits* Standard |
| Certificate of Creditable Coverage | *Ariel Benefits* | Employees | HIPAA mandated Certificate of Creditable Coverage | Triggered automatically based on certain events as required by regulations. | *Ariel Benefits* Standard |
| Overage Dependent Memo | *Ariel Benefits* | Employees | Overage dependent certification & annual re-certification memo | On event & annual re-confirmation | *Ariel Benefits* Standard |
| Enrollment | *Ariel Benefits* | Employees | Paper equivalent of email | Triggered | Custom |

| Title | Source | Destination | Description | Frequency | Format |
|---|---|---|---|---|---|
| Notices | | | notification. Triggered automatically to notify employees that they are required to re-enroll based on a triggering event (i.e.: Change of address, dependent reaching overage status, etc.) | automatically based on key events. | |
| **Other Management Reports** | | | | | |
| Enrollment Progress | *Ariel Benefits* | University of Idaho | Enrollment progress by division, day, hour, etc. | On request | *Ariel Benefits* Standard |
| Participant Counts by Plan & State | *Ariel Benefits* | University of Idaho | Counts by plan to pay admin fees to TPAs. Also used to monitor enrollment patterns and project counts for providers to negotiate network access fees with other plans. | Monthly | Custom |
| Plan Migration Report | *Ariel Benefits* | University of Idaho | Identifies who changed plans during annual enrollment, which plan they were in and which plan they moved to. | Annual | Custom |
| ASO Premium Journal Report | *Ariel Benefits* | University of Idaho | Summarizes medical/dental participants by network and fee types to pay TPA administrative fees. | Monthly | Custom |
| Life Premium Journal Report | *Ariel Benefits* | University of Idaho | Summarizes life participants by premium brackets. | Monthly | *Ariel Benefits* standard |
| Compare Error Report | *Ariel Benefits* | University of Idaho | Outlines data requiring University of Idaho resolution when University of Idaho sends synch up files to Morneau Shepell. Report will also summarize discrepancies by data type. | Monthly | *Ariel Benefits* standard |
| Open Enrollment Statistics | *Ariel Benefits* | University of Idaho | Provides statistics on activity during the open enrollment period. | Weekly during open enrollment | *Ariel Benefits* Standard |
| Plan Enrollment Statistics | *Ariel Benefits* | University of Idaho | Shows statistics of number of participants that enrolled in each option (for all benefit types), broken out by age range, gender, earnings, part- or full-time, marital status, double miners, waivers and if there are children covered. | Annually after re-Enrollment + monthly thereafter | *Ariel Benefits* Standard |
| Systems Availability Statistics | Infrastructure | University of Idaho | Report on systems performance and availability over a given period. | To be defined | Custom |
| Quarterly Management Report | Various | University of Idaho | Management report detailing major issues, performance based on service level agreements, current month activity (e.g., calls, transactions, etc.), and any variance from agreed upon servicing fees/estimated expenses. | Quarterly | Custom |

| Title | Source | Destination | Description | Frequency | Format |
|---|---|---|---|---|---|
| COBRA Administration Detail Report | COBRA module | University of Idaho | Provides billed and paid details; includes a breakdown by plan, various sorts available | To be defined | Standard |
| COBRA Disbursement Report | COBRA module | University of Idaho | Provides carrier, coverage dates, paid dates, billed amounts, paid amounts, source of payment. | To be defined | Standard |
| COBRA Payment Posting Log | COBRA module | University of Idaho | Provides paid date, check amount & number, SSN, name, etc. | Weekly | Standard |

Where required, our data management team supports any atypical reporting requirements not supported by our standard library. Typically, the frequency and extent of these support requirements are delivered within the hour bank allocated to each client.

# Life Insurance

**24. Administer EOI for Life Insurance.**

The web enrollment tool evaluates evidence of insurability (EOI) requirements based on event type, reporting timeframe, and participant selections and indicates where any EOI requirement applies. Where acceptable to the carrier, we offer an on-line short-form EOI questionnaire. Assuming the participant answers 'no' to all questions on this questionnaire, the additional coverage is granted immediately. Where the participant answers 'yes' to any question, or where EOI is required for the spouse, a more comprehensive EOI questionnaire is required. Several options exist for providing this:

- The form is provided at the end of the enrollment transaction – the participant prints this, completes (or has his/her spouse complete), and forwards to the carrier for adjudication
- Some carriers support their own on-line EOI questionnaire process, and allow us to link to their site via single sign-on and to pass the associated participant information to facilitate their process
- Some carriers prefer to receive a regular interface from *Ariel* and push their own EOI forms / web links to the participant

We handle the associated adjudication results as follows:

- We are able to send reminders and cancel the outstanding EOI based on a time schedule defined on a per-client basis

Some carriers notify us of their decision via regular interface, while others forward us a copy of the approval/decline notification.

# COBRA

**25. Direct Billing to participants**

Our standard COBRA service includes the following:

- **Initial notification of COBRA rights** - we can provide this service based on the receipt of new hires and their corresponding initial enrollments
- **Qualified Event (QE) reporting** - our system detects qualifying events based on system triggers (e.g., termination, divorce, loss of dependent status, etc.), and starts the COBRA process
- **Qualified Event (QE) notification** - once a QE is identified, Morneau Shepell produces a QE notification and mails it to the qualified beneficiary with an election form
- **Election** - qualified beneficiaries (QB) who elect COBRA must submit the election form (or complete their election online) and forward the initial payment within the appropriate timeframes. We process the elections and report eligibility to the carriers as necessary
- **Billing process** - our standard process involves mailing billing coupons to the QB for the remainder of the plan year, or using ACH or other pre-authorized payment methods. If the employer prefers, we have the option to produce monthly billing statements. We typically collect payments directly from QB's so that we can properly enforce deadlines, etc. Payments are sent directly to a lockbox facility owned by a major bank and the funds are sent to the client with a financial report on a monthly basis
- **Open enrollment** - we can provide complete open enrollment services for the COBRA population. This would include mailing any required communication materials as well as the enrollment change forms.

**26. Online Access for participants to review election and payment information**

We have the ability to provide access to participants so they can view their current coverage and any payment information. In addition, we have the capability to conduct open enrollment online for the COBRA population.

**Is COBRA Administration in-house? If not, please list the name and location of the COBRA vendor you partner with.**

COBRA Administration is conducted in-house.

# Customer Service

**27. Where is your call center located and what are the standard hours of operation staffed by a live CSR?**

Our call center is located in Pittsburgh and is open from 8:00 a.m. to 8:00 p.m., Eastern Time, Monday to Friday. Clients typically choose a ten-hour window for service to plan members, although extended hours beyond this time window are available for those clients who request it (additional fees would apply). The service center is closed for all U.S. statutory holidays.

**28. What is the turnover rate among CSR in this unit?**

The current turnover rate for CSRs is 12%.

SECTION 7

# Implementation

## Date of Implementation

**Please detail implementation timeline with critical milestones. Open Enrollment should begin approximately 10/15 so we need to have the new system in place. Please list expectations and dates for any risks to the project which are outside your control or that the University must perform a task or provide information.**

A well-planned implementation project is the key to a successful transition to a new service provider. The following is a sample timeline for implementation, including annual open enrollment:

| Task | Responsibility | Timeframe |
|---|---|---|
| Project Kick-off | Joint | May 2 |
| Project planning | Joint | May 2 – May 16 |
| Review and confirm all details of the Client's H&W benefits plans | Morneau Shepell, with client support | May 17 - May 31 |
| "Best Practices" analysis, and identification of appropriate administrative procedures | Joint | May 30 – June 3 |
| Detailed requirements specifications, and process-mapping | Morneau Shepell | June 3 - June 17 |
| Set up the *Ariel Benefits* administration systems to handle the Client's programs | Morneau Shepell | June 20 – July 18 |
| Develop and customize a self-service website application for the Client's requirements | Morneau Shepell | June 27 – July 18 |
| Co-ordinate data transfer to populate administration database | Morneau Shepell, with Client support | July 25 – August 8 |
| Manage data clean-up, if required/desired | Morneau Shepell | August 9 – August 19 |
| Test processes and procedures | Joint | August 22 – September 2 |
| Develop and test HR/payroll data feeds | Joint | August 22 – September 16 |
| UAT Testing for Ariel Benefits system | Joint | August 29 – September 26 |
| Set up call center | Morneau Shepell | August 20 – September 19 |

| Task | Responsibility | Timeframe |
|---|---|---|
| Train administration staff on plan details and Client's culture | Morneau Shepell | September 19-October 14 |
| Go live for Open Enrollment | Morneau Shepell | October 15, 2011 |
| Post enrollment processing & interfaces | Morneau Shepell | November 1 – December 1 |
| Go live for administration services | Morneau Shepell | January 1, 2012 |

The following risks are common to such projects and should be included in the risk mitigation plan for the project.

| Description | Impact | Mitigation Strategy |
|---|---|---|
| Conversion data accuracy and completeness | The quality and completeness of the member, coverage, dependent and beneficiary data is unknown. Gaps in mandatory data may result in additional work for the University of Idaho team. | Review data requirements early in the project in order to have the greatest amount of time possible to address any issue. |
| Adherence to schedule | The schedule is tight and therefore vulnerable to slippage. | Adhere to deliverables and signoff schedule. Resolve issues / make decisions / answer questions quickly. |
| Third party delays / constraints | Outside stakeholders on whom the project depends may delay the schedule if unable to meet key milestones | Agree on dependencies and deadlines early. |
| Scope change | Additional work or re-work are likely to extend the project schedule, and may introduce unforeseen issues. | Avoid changes to signed-off deliverables; avoid new features. |
| Availability of University of Idaho staff during production preparations and the initial launch period. | Absence of key staff for vacation or other reasons may delay project activities, putting the go-live date at risk. | Maintain a vacation schedule and plan in advance for the required coverage. |

## SECTION 8
# Training

**Please fully describe training and system access available. Please list typical University by function to receive any requisite training for systems trouble shooting, access and updating of information and/or ad hoc or standard reporting.**

We provide on-site or remote training via our website on changes to plan design and website functionality. Where call center services are managed by the client, we offer onsite training in the following:

- **Customer Care:** Includes skills such as effective listening, questioning, dealing with difficult people, problem solving and decision-making. Role-playing is used extensively in this segment.
- **Ariel Benefits:** We have a number of courses related to the set-up of *Ariel Benefits*, and appropriate procedures for initiating transactions and performing other functions. These are offered on a regular basis.
- **Benefits Legislation:** Periodic training on the technical aspects of Health & Welfare (and pension) legislation, and related tax regulation, is presented to administration and consulting staff on a regular basis.
- **Client Specific Products/Services/Processes**: Includes in-depth training on all client products, services, policies and processes.

We will develop any training materials that might be needed to assist University of Idaho employees during the enrollment process, performing "what if" modeling scenarios, and accessing their benefits plan information, although most clients find the self-service website so intuitive that formal training is not necessary.

For system administrator access by the University of Idaho HR team, we will provide your management and HR staff with the appropriate user training on our benefits administration system, website, and reporting tools. The training will involve a thorough

review of plan configuration, all procedures and processes, and the recommended system usage for each administrative task.

## SECTION 9
# System/Software Upgrades

| |
|---|
| **1. All upgrades or changes to software should be fully tested in a non-production or development environment to insure that the production environment is not compromised. Please describe the ability of the University to be involved in testing and satisfied that the production environment will not be compromised** |

The system upgrades are transferred into the production environment on an automated basis typically during evenings or weekends with little impact to the existing system (except where clients choose to configure new capabilities).

Our procedures are well-established and proven to be effective in minimizing the potential for service disruptions. Client testing is typically not required for automated system upgrades, but could certainly be integrated into the upgrade process if desired. With respect to client specific changes (e.g. rate updates), we typically request that the client perform user acceptance testing in the pre-production environment and provide sign-off on the change before it is deployed to production.

| |
|---|
| **2. Demonstrations and/or interviews may be requested at the University's discretion to clarify functionality and performance of proposed system. If requested, the vendor must be prepared to give a demonstration up to 10 minutes to allow the University to see a "real-life" current service at another client utilizing the proposer's software. The demonstrations will be via distance over "WebEx" or some similar media. Additional detailed information will be provided to the shortlisted vendors prior to the interviews and demonstrations.** |

We would also be pleased to schedule a demonstration of the various systems in order to show you how they would work together.

**3. Please describe compliance with information security and data management under section 6-34 through 6-41 as specified in Section six.**

We confirm compliance with the information security and data management requirements listed in sections 6-34 through 6-41 with the following exceptions.

### *6-34 Data Compromise Response*

As each case may be different, Morneau would like to include in this provision that both parties shall agree on a plan to investigate the Data Compromise at the time of its occurrence (i.e. decisions on which party will take the lead on the investigation, if any third party assistance is required, process on notifying members, etc.), including any costs associated with the investigation and an appropriate cap on such costs given the nature of the compromise and the scope of the investigation.

### *6-38 (a) Response to Data Security and Integrity*

We are in the process of becoming compliant at Level 3. We have not pursued Level 1 because we do not actually process credit card information. To facilitate payment, we store credit card information for certain clients and transfer it to providers that do the actual processing. Level 1 is typically for a merchant that processes a high volume of credit card transactions.

### *6-38 (d) Bullet 2*

We would like to suggest alternative language such as "A vulnerability scan, performed by a scanner mutually agreed on by customer and Vendor...".

### *6-38 (d) Bullet 3*

We would like to suggest alternative language such as "A penetration scan, performed by a process and personnel mutually agreed on by customer and Vendor...".

### *6-40 Response to Legal Orders, Demands or Requests for Data*

Morneau Shepell would like to add in subsections (a) and (b) that if it (or the University) receives a subpoena, warrant, or other legal order, demand or request seeking the University or End User Data maintained by Morneau Shepell, that Morneau Shepell shall, depending on the nature and extent of the request, be compensated by the University for reasonable fees incurred by Morneau Shepell on a time and materials basis for the time it spends on such requests.

| |
|---|
| **4. Please address specific questions regarding any proposed interfaces as outlined in Appendix A of this RFP.** |

We have addressed all the questions outlined in Appendix A in Section 10 of our proposal.

| |
|---|
| **5. The successful proposer will be required to enter into a Business Associate Agreement with the University.** |

We agree to this requirement.

## SECTION 10
# Proposed Application Interfaces

**For any proposed interfaces to and from the University of Idaho's Banner database (or any other locally hosted enterprise database), please address the following questions:**

| |
|---|
| 1. **What specific interfaces are proposed? Please indicate whether they are incoming or outgoing and what implementation options (batch or real-time) are available?** |

Typically, there are two interfaces required for each client we work with:

- **HRIS** – inbound (to provider) member demographic and employment data. Provides any updates to address, salary, employee group, etc. and communicates new hires. Can be full file or changes only format. Frequency is usually weekly or daily.

- **Pre-payroll** – outbound (from provider) deduction data provided to facilitate deductions from employee pay checks. Typically changes only format but can also be configured as a full file. Frequency coincides with pay cycles (weekly, bi-weekly, monthly).

We typically employ point-to-point interfaces. For HRIS and payroll interfaces we have developed proprietary tools that allow significant flexibility in format through various configuration options. For outbound eligibility interfaces, we use an EDI server product from Sterling Commerce called Gentran. This product allows us to easily map the data to any number of standard (e.g. ANSI 834) or proprietary formats.

Our interface methodology allows for a significant amount of flexibility. In most cases, we are able to map to any fields and can work with existing formats. We can confirm this upon review of the specific requirements.

At present we do not have any real-time interfaces. Our current client base has not required us to move in this direction. If University of Idaho requirements include real-time interfaces we would be pleased to discuss further.

**2. Please provide an overview of the processing requirements of the proposed interfaces.**

| | Processing requirements |
|---|---|
| **HRIS** | ▪ **Purpose**: provides updates to employee demographic and employment data<br>▪ **Frequency**: daily or weekly, as required<br>▪ **File transfer**: can be scheduled to load off hours at a specified time<br>▪ **Processing**: client should review records that are held by the Interface Module due to validation rules and correct as necessary<br>▪ **Confirmation**: client has the option to review a change report that lists all changes detected by the system. The report is produced automatically and posted to the online Interface Module. |
| **Payroll** | ▪ **Purpose**: provides updates to payroll deduction and imputed income data<br>▪ **Frequency**: coincides with payroll calendar, typically a number of days in advance of the payroll run<br>▪ **File transfer**: can be scheduled to transmit at a specified time, per the payroll calendar<br>▪ **Processing**: client should review records that are rejected by the payroll system and correct or notify the provider of any issues<br>▪ **Confirmation**: client may wish to review or audit changes to payroll deductions. This is optional. |

**Does the vendor provide an existing interface for the University of Idaho database application (i.e. Banner)? Please explain in detail.**

We do not have an existing interface with the University of Idaho.

**3. Does the proposed interface architecture require additional products or configurations beyond a standard Oracle database configuration? Will any additional software be required for the University infrastructure? Please explain in detail.**

The proposed interface architecture does not require any additional products or configurations. See our response to question #10 above for more information on our approach to interfaces.

**4. If additional software will be required to implement the interface, will the initial cost and yearly maintenance included in the proposal?**

No additional software is required to implement the interfaces.

**5. Can existing interface feeds already in place at the University of Idaho be accommodated by the vendor? What would be necessary to evaluate and estimate those existing interfaces?**

We would be happy to review the existing interfaces and accommodate them if this is possible. In order to evaluate the existing interfaces, we would require the specifications including the file layouts and any associated logic.

**6. Will the proposed interface operate totally within University of Idaho trusted network or will data be transmitted remotely? Please describe in detail.**

Given that the application will reside on Morneau Shepell servers, data will need to be transmitted to and from the University of Idaho. As described above, HRIS data will need to be transmitted to Morneau Shepell and payroll data will need to be received from Morneau Shepell.

**7. What University of Idaho enterprise database(s) will be involved in the interface?**

The HRIS interface will require read access to the employee HR related data. The payroll interface will require access to the payroll data to apply updates related to changes in benefit deduction amounts.

**8. What data elements will be extracted from or loaded into these databases? List schema, table, column and description for each data element needed, if known.**

We have included a sample Electronic Data Transfer Guide in Appendix D which lists the data elements required for the HRIS and payroll interfaces. We would be happy to discuss in more detail at your convenience.

**9. Please describe any data to be included in the proposed interfaces that could be considered sensitive personal information?**

We treat all personal information as sensitive and employ considerable care in dealing with our client's data. However, elements such as the SSN and salary would be considered especially sensitive.

**10. Will the interface require direct access to a University of Idaho database server? Please describe in detail. NOTE: Access to database servers other than through database communication port(s) is currently prohibited.**

We would not require direct access to any University of Idaho databases. We propose that the University initiate the outbound HRIS interface and we would provide the payroll interface to the University for loading to the payroll system.

**11. If a real-time interface is being proposed, please describe the architecture in detail.**

At present we do not have any real-time interfaces. Our current client base has not required us to move in this direction.

If the University of Idaho requirements include real-time interfaces we would be pleased to discuss further.

**12. What party will be responsible for building the interface (the vendor or University of Idaho staff)? Please explain in detail.**

For the HRIS file, University of Idaho resources would be expected to design, construct, test and implement. Morneau Shepell would assist in clarifying requirements and testing files loaded to the system.

For the payroll file, University of Idaho resources would be involved in design and testing the loading of files to the payroll system. Morneau Shepell would provide test files to assist with the testing process.

**13. If the proposed interface will be based on direct access to the University of Idaho database, will the connection be made from an identifiable list of vendor-hosted servers? Please explain in detail.**

No direct access is required. The proposed interfaces rely on the exchange of files in batch mode.

**14. Do the proposed interfaces process only full datasets or does the functionality allow for incremental updates to the University of Idaho database application(s)?**

We can configure the HRIS and payroll interfaces as full file or incremental (changes only). They can each be configured differently (e.g. HRIS = full file, payroll = incremental).

**15. What mechanism is provided to receive and evaluate the status of a load operation (i.e. how many rows were loaded successfully or failed, and why)? Please describe in detail.**

Our response to question 16 earlier in the proposal provides some information on the interface validation process. The Interface Module is an online tool that is available to designated administrators to enable them to review and correct errors associated with HRIS file loading. A screen shows all the relevant details such as file name, date loaded, number of records, number of initial errors and number of remaining errors. The user can click on an individual file, review each of the errors and correct them as necessary. There is also an interface validation report that can be printed and an HR changes report that includes all changes that resulted from the loading of the file.

**16. Will a detailed specification document be provided for each proposed interface? Please provide an example of the proposed format.**

Yes, please see Appendix D for a sample Electronic Data Transfer Guide that includes an example of the proposed format.

**17. Will a configuration management plan be provided to ensure that any changes to interfaces are properly tested in a controlled environment prior to implementation? Please explain in detail.**

Yes, a detailed configuration management plan will be created as part of our overall QA strategy. In general, we test all changes on two levels. First, the developer or configuration specialist that is implementing the change will conduct unit testing to ensure the change meets the requirements that were submitted with the change request. Once they are satisfied with the results, they will submit a deployment to the Release Management Team (RMT). The RMT will deploy the script to the pre-production environment. Once the change is in the pre-production, the Operations Team that maintains the interfaces in production will conduct their internal user acceptance test. Once they have signed off on the change, the RMT will deploy the script to the production environment. As a last step, the RMT will assign the ticket to the Operations Team who will confirm the change in the production environment and close the ticket.

**18. Can a fully functional test environment be provided, with a complete University dataset, for testing interface modifications prior to implementation?**

Yes, it is our standard practice to maintain a pre-production environment for all clients for testing interface modifications as well as core system and client configuration changes.

**19. How will the vendor ensure that processing deadlines for time-critical interfaces are monitored and met to ensure University operations are not adversely impacted?**

We employ the following strategy to ensure that all time-critical interfaces are monitored and delivered on time:

**HRIS files (inbound)**

Although these interfaces would be initiated by the University of Idaho, we setup an automated file watch to monitor receipt of the file as per the schedule. If a file is not received by the agreed upon time, the scheduler will send an automated e-mail to the University team as well as the Morneau Shepell assigned Client Manager.

**Payroll Files**

The payroll schedule for the entire year is loaded into the system and the files can be scheduled to be produced and delivered on a specific date and time. The Operations Team lead can monitor the files that are due each week and ensure that any required processing is complete prior to the due date. The Client Manager also monitors all deliverables for their assigned clients and is responsible for ensuring that all due dates are met.

**Carrier Eligibility Files**

All outbound eligibility files are setup in our scheduling tool to run on a pre-defined schedule (typically weekly). The scheduler runs the file, encrypts and transmits the file all without manual intervention. The files are usually run over night so they can be available for processing by the carriers in the morning.

To ensure timely delivery, the scheduler is configured to send automated e-mails should the job fail at any point in the process. These e-mails would be sent to our Production Support team as well as the Client Manager assigned to the University of Idaho. This ensures that any issues are resolved promptly so that the files can still be delivered on the date promised and avoid any delays in reporting eligibility.

APPENDIX A

# About Morneau Shepell

## Our Consulting Style

Our goal is to ensure that our clients maximize the value of their investment in their compensation, retirement, and benefits programs. To achieve this, we commit to:

- Actively listen to clients
- Be proactive in recognizing the issues facing our clients
- Be innovative in problem solving
- Provide a cost-effective method to deliver high quality consulting advice.

As a first step, we recognize the client's resources and desired role in managing their compensation, retirement, and benefits plans. We then assist where and when we are needed. By adapting our style to complement our clients' strengths and weaknesses, we ensure that our support is focused and effective, and that we work with the client as part of the client's team. As a client changes, so to does our support and involvement.

Our consulting teams provide the appropriate depth of experienced professionals and support staff. This ensures that the work can be delegated and performed in a cost-effective manner. Our strict Peer Review Guidelines ensure that the end product is of the highest quality.

We believe in proactive consulting, ensuring that a systematic process is in place for meeting with clients and that service expectations are discussed openly and committed to by our entire service team.

## Expertise in Administrative Solutions

Morneau Shepell has always had a strong presence in the administration of pension, savings, and benefits plans, and has almost four decades experience in providing these

services. During this time, we have developed a number of proprietary systems and processes and have opened a number of administrative centers in Canada and the United States. At these locations, we provide all aspects of pension and benefits administration. This includes dealing directly with clients' employees by telephone and Internet.

Strategically, we view benefits and pension administration and outsourcing as a core business of our firm. We believe there will continue to be significant demand for these services in Canada and are committed to leadership in this field.

This commitment is demonstrated by our technology and administrative centers, located in Toronto, Montreal and Pittsburgh. In 1996, our firm was the first in its field to invest in the infrastructure for an administrative center to support pension, benefits and related HR administration when our Toronto facility was launched. Additional technical support centers were opened in Montreal and Pittsburgh, enabling the firm to provide "back-up" operational support to outsourcing clients. Having three technology centers improved our ability to offer business continuity services by providing uninterrupted service tour clients and their employees during power outages or weather emergencies.

## Overall Value of Morneau Shepell's Service

Morneau Shepell provides effective and innovative consulting solutions because we use the right people and right processes. Our consultants have expertise in all aspects of employee benefits programs, including actuarial, compensation, legal, communications, and administration.

We believe the following attributes define the value of Morneau Shepell's consulting services:

### *Strong customer focus*

Our customer focus is demonstrated through our long-term client relationships. We always seek to work for any organization for the long-term, by understanding their future objectives and needs. For example, we have served a number of our municipal clients for over 20 years.

This customer focus is also proven by our client satisfaction survey results. We strive to continue to improve these results, and perform follow-ups on any issues that may be identified through the survey.

## Involvement of people

We have structured our practice in a way that facilitates and encourages the sharing of knowledge throughout the firm, and co-operation between our various offices.

This is exemplified by our National Specialists structure. Each of our 13 major areas of practice is headed by a National Specialist. The national specialists' structure is aimed at consolidating and building the firm's intellectual capital.

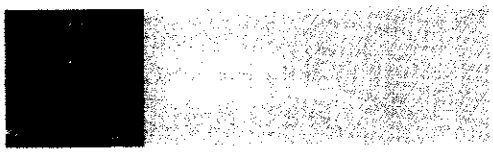
## Industry involvement

As a firm, we have a strong profile in the industry, thanks tour research base and knowledgeable employees. Our consultants are active in the actuarial profession and the employee benefits industry, with nationally-recognized expertise, and participation in the Society of Actuaries, the Canadian Institute of Actuaries, the Canadian Pension & Benefits Institute, and many other industry organizations. We partnered with CCH Canadian in the ongoing publication of the Handbook of Canadian Pension and Benefit Plans. The Handbook provides a comprehensive overview of Canadian plan designs and legislation, and is an important reference for industry professionals.

## Peer review policy

This is a rigorous policy at Morneau Shepell. All documents, reports and calculations sent to clients are reviewed by colleagues before delivery. This policy is built into our firm's culture.

# Our Services



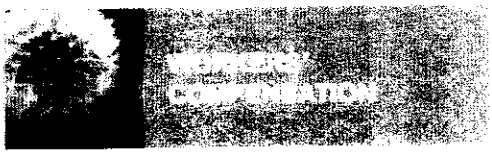
**DB, DC Hybrid & Flexible Retirement Plans**
- > Accounting valuations
- > Funding valuations
- > Plan design
- > Provider searches
- > Retirement counselling
- > Savings vehicles
- > Strategic planning

**Executive Arrangements**
- > Funding strategies
- > Plan design for RCAs, SERPs and other vehicles

**Governance**
- > Audit of decision-making processes and other processes
- > Documentation
- > Policy setting
- > Structural framework
- > Training & education

**Legal/Regulatory**
- > Drafting plan texts
- > Interpreting legislation

**Wind-ups (Full/Partial)**
- > Insolvency issues
- > Surplus recovery strategies



- > Accident prevention programs
- > Actuarial analysis
- > Experience rating
- > Policy reviews & changes
- > Pooling arrangements
- > Training & communication

## ASSET MANAGEMENT CONSULTING

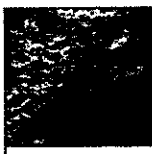
**Asset Management Products**
- > Quarterly pension manager's pooled funds survey

**Investment Consulting**
- > Asset liability modeling
- > Fund governance reviews
- > Investment manager reviews and searches
- > Investment policy development
- > Portfolio analysis
- > Review of DC fund option

## BENEFITS CONSULTING

**Disability & Absence Management**
- > Audits
- > Case management
- > Disability cost control
- > Policy development
- > Program design

**Flexible & Traditional Benefits Plans**
- > Claims audit
- > Cost containment
- > Insurance market studies
- > Plan design, funding and pricing
- > Post-retirement accounting valuations



## ADMINISTRATIVE SOLUTIONS

**Administration**
> Defined Benefit and Defined Contribution pension plans
> Flexible and traditional benefits plans
> RRSPs and DPSPs
> Share purchase and other savings plans

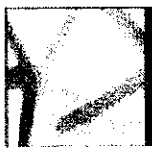
**Employee Self-Service Tools**
> Administrator access
> Internet/Intranet Web sites with enquiry and transactional functionality
> Pension estimates
> Retirement planning
> "What if" software for benefits plan enrolment

**"Back-office" activities**

**Full outsourcing, including call centre services**

**Support for internal administration**

**Volume-purchasing programs for associations**

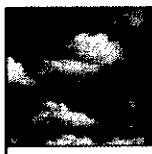


## COMMUNICATION CONSULTING

> Communication strategies
> Change management
> Employee booklets
> Employee statements
> Total compensation statements
> Plan launches
> Web site solutions

## COMPENSATION CONSULTING

> Compensation reviews
> Custom surveys
> Executive compensation
> Incentive programs and stock options
> Job evaluations
> National surveys & reports
> Pay equity
> Policy setting



## *OTHER SERVICES* STRATEGIC SOLUTIONS

**Benchmarking**
> Benefits programs
> Cash compensation
> Perquisites
> Retirement plans

**Business-driven change**
> Downsizing
> Due diligence evaluations for mergers, acquisitions & divestitures
> Optimizing of tax-effectiveness
> Plan conversions & mergers

**International Matters**
> Cross-border transfers
> Global pension plans
> Mobile employees
> Policy setting

## EMPLOYEE ASSISTANCE PROGRAMS

We offer customized mental and emotional health and work/life balance support through our EAP programs.

> Counselling
> Work/life solutions
> Trauma response
> Global EAP and trauma
> Health Coaching

## HEALTH MANAGEMENT

We assist employees in maintaining or returning to the best possible health and productivity. We help organizations to manage their healthcare expenditures.

> Attendance support line
> Disability case management
> Occupational claims management
> Occupational health

## ORGANIZATIONAL HEALTH & TRAINING

We work with organizations to create the conditions for good health and top performance.

> Research based strategic solutions
> Data analysis, surveys and benchmarking
> Project management
> Organizational training and workshops
> Management coaching
> Cross-cultural adaptation

## APPENDIX B

# Morneau Shepell Terms and Conditions

**In any resulting agreement between our two parties, we would wish to use our following standard terms and conditions as a basis for discussion:**

The following terms and conditions shall apply to the engagement letter between you and Morneau Shepell Limited (sometimes referred to as "we", "us", "our" or "Morneau Shepell") to which these terms and conditions are attached and to any other services performed by Morneau Shepell for you. These terms and conditions, together with the engagement letter shall be referred to as this "agreement".

1. **Cooperation and Information.** You shall cooperate with us in the performance of our services. You shall be responsible for the timeliness, accuracy and completeness of all data and information provided to us. Our advice is based upon the facts and assumptions provided to us. We will not independently verify this information, unless otherwise specified herein.

2. **Payment of Invoices.** Invoices submitted by us are payable upon receipt. Interest on unpaid invoices will accrue at a rate of 1% per month (12.68% per annum, compounded monthly) beginning 45 days after the invoice date.

3. **Taxes.** All fees and other charges do not include any applicable federal, provincial or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes and duties shall be assumed and paid by you without deduction from the fees and charges hereunder.

4. **Confidentiality.** We will treat as such all confidential information obtained from you in the course of performing our services and, except as provided in this paragraph, will not use or disclose such information except in connection with the performance of our services. This restriction will not apply to any confidential information that we are required by law or professional standards to disclose; that is in or subsequently

enters the public domain; that is now or subsequently becomes known to us without breach of any confidentiality obligation of which we are aware; or that is independently developed by us.

5. **Intellectual Property Rights.** We retain all rights, including intellectual property rights, in all materials, software, documentation, tools, know-how, techniques, processes and methodologies supplied to you ("Deliverables") or created or used by us in the performance of our services. We grant you a non-exclusive, non-transferable, perpetual license to use the Deliverables for which we own the intellectual property rights for internal business purposes, such grant to become effective upon payment in full of all fees and taxes payable hereunder. This agreement shall not be construed as precluding or limiting in any way our right to (i) provide consulting or other services of any kind or nature to any person or entity or (ii) develop for us, or for others, anything that is competitive with the Deliverables or anything created or used by us to perform our services.

6. **Restriction on Use.** Our services and materials delivered in connection therewith are provided by us for your internal use and information only and may not be distributed, published, made available or relied upon by any other person, without our express written permission. This engagement is not intended for the express or implied benefit of any third party.

7. **Force Majeure.** Neither party shall be liable for delays resulting from circumstances or causes beyond its control, including without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

8. **Term.** Subject to the other conditions relating to termination set out in this paragraph or as may be set out in any Statement of Work, the Engagement Letter may be terminated by either party at any time in writing to the other party. In the event of termination pursuant to this paragraph, you agree to compensate us for our time and expenses incurred to the termination date specified in the notice of termination, as well as for reasonable time and expenses incurred to bring the services to a close in a prompt and orderly manner

9. **Limitation on Liability.** Unless and only to the extent otherwise provided by local law without possibility of contractual waiver or limitation, Morneau Shepell's maximum liability to you for any aspect of this engagement shall be limited to direct money damages in the amount of fees paid for the services set out in the engagement letter for the preceding 6 month period. In no event shall Morneau Shepell be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including without limitation lost profits and opportunity costs). You are responsible for any decisions you make as a result of or in connection with our services. For the purposes of this paragraph, the term Morneau Shepell includes our related entities and their respective directors, officers, employees and agents. This paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, tort (including negligence) or otherwise.

10. **Limitation Period.** No action, regardless of form, arising out of or relating to this agreement may be brought by you more than one year after the cause of action has accrued.

11. **Survival.** Terms which by their nature survive expiration or termination of this agreement shall survive, including sections 4,5,6,9 and 10.

12. **Independent Contractor.** It is understood and agreed that each of the parties is an independent contractor and that neither party is, nor shall be considered to be an agent, distributor, partner, fiduciary or representative of the other. Neither party shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

13. **Legal Counsel and Review by Authorities.** You should consult with or engage legal counsel for the purpose of obtaining legal advice or opinions on matters on which we provide our advice or services. We will use our professional judgment in resolving questions affecting your affairs relating to services we provide. However, you understand that the result of any such advice is not binding on regulatory authorities or the courts and should never be considered a representation, warranty, or guarantee that the authorities or courts will concur with our advice.

14. **Electronic Communications.** Unless otherwise directed in writing, you recognize and accept the risks associated with communicating by Internet, including potential lack of security and/or delivery. We accept no responsibility for loss or damage associated with use of Internet communications.

15. **Governing Law.** This agreement shall be governed by the laws of the State of Delaware and the laws of the United States applicable therein.

16. **Entire Agreement.** This agreement constitutes the entire agreement between us concerning this engagement and the services provided hereunder, and supersedes all other oral or written representations, proposals, understandings or agreements relating to the subject matter thereof. This agreement may only be amended in writing by the parties. In the event of conflict or inconsistency between these Terms and Conditions and the attached engagement letter, these terms and conditions prevail.

17. **Severability.** In the event that any provision of this agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

18. **Assignment.** This agreement shall be binding upon both parties and our respective, successors and permitted assigns. Morneau Shepell is permitted to assign, transfer or delegate any of its rights or obligations to any affiliate or successor in interest to all or substantially all of the assets or business of the relevant Morneau Shepell practice, without your consent, in which case, such affiliate or successor in interest shall be bound by and entitled to the benefit of the terms of this agreement.

19. **Language.** The parties have requested that this agreement and all communications and documents relating hereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.

## APPENDIX C

# Sample Employee Communications Material

# Retirement Letter

ABC Company
875 Greentree Road, Suite 500
Pittsburgh, PA 15220

**April 15, 2011**

John Doe
123 Pittsburgh St
Pittsburgh, PA 15126

Dear John:

Congratulations on your retirement from ABC Company.

As a result of your retirement, your participation in the Company benefits program will change. The following information will assist you in understanding the benefit options available to you.

- As a retiree, you and your eligible dependents may participate in retiree medical coverage as of the date of your retirement. Your active employee medical coverage will end as of the last day of the month before your retirement date. If you participated in a company sponsored dental plan, you will be offered continuation of coverage as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

- For information about the Retirement Plan, please call the ABC Company Savings and Pension Center at 1-877-xxx-xxxx to speak with a pension representative.

- If you participated in the ABC Company Savings Plan, you will be sent information about the options available to you under the Plan. You may also call the ABC Company Savings and Pension Center at 1-877-xxx-xxxx to speak with a representative.

- If you participated in the Employee Life Insurance Plan, the Dependent Life Insurance Plan, or the Survivor Income Plan, coverage will end on the last day of the month in which your employment ended. However, you will have the right to convert all or part of this insurance to an individual policy by applying to the Prudential Insurance Company within 31 days of the termination of your employment. If applicable, a conversion form for the Dependent Life Insurance Plan or the Survivor Income Plan is attached. As a retiree, 1 x pay Life insurance will be provided to you by ABC Company until age 65. At age 65, this coverage will be reduced to $6,000. You will also have the one-time opportunity at retirement to enroll in an additional 1 x pay voluntary life insurance plan. Under separate cover and if applicable, a conversion form for the Employee Life Insurance Plan will be sent to you once your retiree life insurance elections are recorded.

- If you participated in the Dependent Care Reimbursement Account (DCRA), your coverage will terminate as of the end of the month before your retirement date. You may submit eligible expenses incurred for the calendar year. If you participated in the Health Care Reimbursement Account (HCRA), your coverage will terminate as of the end of the month before your retirement. You will be offered the opportunity to continue your Health Care Reimbursement Account through COBRA on an after tax basis through the end of the calendar year of your retirement. You may submit eligible expenses incurred for the period of time you were participating in the Health Care Reimbursement Account. Note that for both HCRA and the DCRA, you must submit your eligible

expenses to be received no later than April 30th of the calendar year following the year of your participation. Any funds remaining in the Account(s) beyond that date will be forfeited.

- If you participated in the Long Term Care plan, coverage can be continued directly through the Plan's insurer. Finally, if you were enrolled in the financial planning program, the services may be utilized at any time during the calendar year in which you retired.

**What you need to do:**

You will use the online enrollment tool on the website to make your retiree medical and optional retiree life insurance coverage elections.

1. Go to www.abccompany.com.

2. Click on the Retirement link you will find on the site. Follow the instructions provided and complete all the necessary steps.

**How to get more information**

For more information about your retiree benefits coverage, visit the ABC company website.

If you have any questions about your retiree coverage or about making your retiree coverage elections, contact the ABC Company Service Center at 1-800-xxx-xxxx to speak with a representative. The ABC Company Service Center is available Monday – Friday, 9:00 AM – 6:00 PM Eastern Time.

Thank you for your cooperation.

ABC Company

Attachments:

# COBRA Election Notice

**Notice Date : March 23, 2011**

**Qualification : March 15, 2011**

**Employer : Company Name**

COBRA Service Center

John Doe
PO Box 123
Mayo, SC 29368

***This notice contains important information about your right to continue your health care coverage in the Plan(s) listed below.***
***Please read the information contained in these notices very carefully.***

**COBRA Continuation Coverage Election Notice**

Dear Mr. Doe:

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events.

Please read the information contained in these notices very carefully. To elect COBRA continuation coverage, follow the instructions on the following pages to complete the enclosed Election Form and return it as soon as possible. If you have any questions concerning any information in this notice or your rights to continue coverage, you should contact:

**COBRA Service Center**
**PO Box 25406**
**Pittsburgh, PA 15220**

**The COBRA Service Center can be reached at 1-800-555-2363 and is available Monday – Friday, 7:00 AM - 5:00 PM (CT)**

If you do not elect COBRA continuation coverage, your coverage under the Plan will end on March 31, 2011 due to the death of the covered employee.

Each of the following persons is entitled to elect to continue health coverage under the Plan:

| [redacted] | [redacted] | [redacted] |
|---|---|---|
| John Doe | 08/24/1934 | Self |

Because of the above event that will end your coverage under the Plan, you and/or any of your dependents who were covered on the day before the event are entitled to continue your health coverage for up to 36 months. If you elect to continue your coverage under the Plan, your continuation coverage will begin on April 1, 2011 and can last until March 31, 2014.

Monthly rates for Continuation Coverage (includes 2% administrative fee):

| |
|---|
| Single |
| $319.09 |

You do not have to send any payment with the Election Form. If elected, COBRA continuation coverage will begin on April 1, 2011 and can last until March 31, 2014.

**IMPORTANT - To elect COBRA continuation coverage you MUST complete the "Election Form" and return it to the address as shown on form. Under federal law, you have 60 days after the date of this notice to decide whether you want to elect COBRA continuation coverage under the Plan.**

**The completed Election Form must be post-marked by 60 days of the printed date on Page 1. If you do not submit a completed Election Form by this date, you will lose your right to elect COBRA continuation coverage. If you reject COBRA continuation coverage before the due date, you may change your decision as long as you furnish a completed Election Form before the due date. However, if you change your decision after first rejecting COBRA continuation coverage, your COBRA continuation coverage will begin on the date you furnish the completed Election Form.**

**Important information about your rights is provided to you on the pages following this Election Form. If you have any questions about this notice or your rights to COBRA continuation coverage, you should contact:**

**COBRA Service Center**
**PO Box 25406**
**Pittsburgh, PA**
**15220**

**The COBRA Service Center can be reached at 1-800-555-2363 and is available Monday – Friday, 7:00 AM - 5:00 PM (CT)**

John Doe
**Qualification Date: March 15, 2011**

## COBRA CONTINUATION COVERAGE ELECTION FORM

### ELECTING COVERAGE

Each eligible family member may elect coverage independently by completing a separate copy of this ELECTION FORM. The primary qualified beneficiary may elect to continue coverage on behalf of all eligible dependents who were covered the day before the qualifying event, but only a dependent or legal guardian may elect or decline coverage which the primary qualified beneficiary has declined.

If any family member declines any coverage, please complete the section titled DECLINING COVERAGE. Your completed ELECTION AGREEMENT must be returned by 60 days of the printed date on page one or you will lose your right to COBRA continuation coverage.

I elect the coverage(s) that I have checked below:

__ **Medical**
__ Single
__ Single + Spouse
__ Single + Child(ren)
__ Single + Family

You must provide the information below for any dependent not shown who will be covered. Complete any missing information for any dependents listed below.

| Last Name, First | Birthdate | Gender | Relationship | Dependents |
|---|---|---|---|---|
| **SSN** | | | | |
| | | | | |
| | | | | |
| | | | | |

I have read the NOTICE OF RIGHT TO ELECT COBRA CONTINUATION COVERAGE and understand my election rights. I agree to notify the Plan Administrator if I or any covered dependents become covered by another group health plan or entitled to Medicare or have a change of address.

_____ _____

Signature Date

_____

Phone Number

John Doe
**Qualification Date: March 15, 2011**

## ELECTION AGREEMENT

### DECLINING COVERAGE

Each family member who was covered on the day before the event who does not wish to elect COBRA continuation coverage must sign and date the DECLINATION STATEMENT below. A legal guardian may sign on behalf of a minor child.

I have read the NOTICE OF RIGHT TO ELECT COBRA CONTINUATION COVERAGE and understand my election rights. I understand that a gap of 63 days in coverage will affect my ability to obtain coverage for pre-existing conditions under another Plan according to the portability provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

I decline all coverage(s) not elected in the ELECTING COVERAGE section. I understand that this declination will be irrevocable after my Election End Date of 60 days from the printed date on page one. Further, I understand that I may revoke this waiver at any time prior to my Election End Date, however the effective date of coverage would be the date that I revoke the waiver.

| PRINT NAME | SIGNATURE | DATE |
|---|---|---|
| PRINT NAME | SIGNATURE | DATE |
| PRINT NAME | SIGNATURE | DATE |
| PRINT NAME | SIGNATURE | DATE |
| PRINT NAME | SIGNATURE | DATE |

For further information, please contact:

**The COBRA Service Center**
**PO Box 25406**
**Pittsburgh, PA**
**15220**

**The COBRA Service Center can be reached at 1-800-555-2363 and is available Monday – Friday, 7:00 AM - 5:00 PM (CT)**

## Important Information About Your COBRA Continuation Coverage Rights

### What is continuation coverage?

Federal law requires that most group health plans (including this Plan) give employees and their families the opportunity to continue their health care coverage when there is a "qualifying event" that would result in a loss of coverage under an employer's plan. Depending on the type of qualifying event, "qualified beneficiaries" can include the employee (or retired employee) covered under the group health plan, the covered employee's spouse, and the dependent children of the covered employee.

Continuation coverage is the same coverage that the Plan gives to other participants or beneficiaries under the Plan who is not receiving continuation coverage. Each qualified beneficiary who elects continuation coverage will have the same rights under the Plan as other participants or beneficiaries covered under the Plan, including open enrollment special enrollment rights.

### How long will continuation coverage last?

In the case of a loss of coverage due to end of employment or reduction in hours of employment, coverage generally may be continued only for up to a total of 18 months. In the case of losses of coverage due to an employee's death, divorce or legal separation, the employee's becoming entitled to Medicare benefits or a dependent child ceasing to be a dependent under the terms of the plan, coverage may be continued for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 18 months after the date of Medicare entitlement. This notice shows the maximum period of continuation coverage available to the qualified beneficiaries.

Continuation coverage will be terminated before the end of the maximum period if:

- any required premium is not paid in full on time,
- a qualified beneficiary first becomes covered, after electing continuation coverage, under another group health plan that does not impose any preexisting condition exclusion for a preexisting condition of the qualified beneficiary,
- a qualified beneficiary first becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing continuation coverage, or
- the employer ceases to provide any group health plan for its employees.

Continuation coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary receiving coverage (e.g. fraud).

### How can you extend the length of COBRA continuation coverage?

If you elect continuation coverage, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify The COBRA Service Center of a disability or a second qualifying event in order to extend the period of continuation coverage. Failure to provide notice of a disability or second qualifying event may affect the right to extend the period of continuation coverage.

*Disability*

An 11-month extension of coverage may be available if any of the qualified beneficiaries is determined under the Social Security Act (SSA) to be disabled. The disability has to have started at some time on or before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Each qualified beneficiary who has elected continuation coverage will be entitled to the 11-month disability extension if one of them qualifies. If the qualified beneficiary is determined to no longer be disabled under the SSA, you must notify the Plan of that fact within 30 days after that determination.

*Second Qualifying Event*

An 18-month extension of coverage will be available to spouses and dependent children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is 18 months. Such second qualifying events may include the death of a covered employee, divorce or legal separation from the covered employee, the covered employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. You must notify the Plan within 60 days after a second qualifying event occurs if you want to extend your continuation coverage.

**How can you elect COBRA continuation coverage?**

To elect continuation coverage, you must complete the Election Form and furnish it according to the directions on the form. Each qualified beneficiary has a separate right to elect continuation coverage. For example, the employee's spouse may elect continuation coverage even if the employee does not. Continuation coverage may be elected for only one, several, or for all dependent children who are qualified beneficiaries. A parent may elect to continue coverage on behalf of any dependent children. The employee or the employee's spouse can elect continuation coverage on behalf of all of the qualified beneficiaries.

In considering whether to elect continuation coverage, you should take into account that a failure to continue your group health coverage will affect your future rights under federal law. First, you can lose the right to avoid having preexisting condition exclusions applied to you by other group health plans if you have a 63-day gap in health coverage, and election of continuation coverage may help prevent such a gap. Second, you will lose the guaranteed right to purchase individual health coverage that does not impose a preexisting condition exclusion if you do not elect continuation coverage for the maximum time available to you. Finally, you should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of the qualifying event listed above. You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you.

**How much does COBRA continuation coverage cost?**

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of continuation coverage due to a disability, 150 percent) of the cost to the group health

plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving continuation coverage. The required payment for each continuation coverage period for each option is described in this notice.

**When and how must payment for COBRA continuation coverage be made?**

*First payment for continuation coverage*

If you elect continuation coverage, you do not have to send any payment with the Election Form. However, you must make your first payment for continuation coverage not later than 45 days after the date of your election. (This is the date the Election Notice is post-marked, if mailed.) If you do not make your first payment for continuation coverage in full not later than 45 days after the date of your election, you will lose all continuation coverage rights under the Plan. You are responsible for making sure that the amount of your first payment is correct. You may contact The Cobra Service Center to confirm the correct amount of your first payment.

*Periodic payments for continuation coverage*

After you make your first payment for continuation coverage; you will be required to make periodic payments for each subsequent coverage period. The amount due for each coverage period for each qualified beneficiary is shown in this notice. The periodic payments can be made on a monthly basis. Under the Plan, each of these periodic payments for continuation coverage is due on the 1st day of that coverage period. If you make a periodic payment on or before the first day of the coverage period to which it applies, your coverage under the Plan will continue for that coverage period without any break. The Plan will send periodic notices of payments due for these coverage periods.

*Grace periods for periodic payments*

Although periodic payments are due on the dates shown above, you will be given a grace period of 30 days after the first day of the coverage period to make a payment. Your continuation coverage will be provided for that coverage period if the payment is received before the end of the grace period.

However, for any coverage period that you make a payment later than the first day of the coverage period to which it applies, but before the end of the 30-day grace period, your coverage under the Plan will be suspended as of the first day of the coverage period and then retroactively reinstated (going back to the first day of the coverage period) when the periodic payment is received. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.

If you fail to make a periodic payment before the end of the grace period for that coverage period, you will lose all rights to continuation coverage under the Plan.

Your first payment and all periodic payments for continuation coverage should be sent to:

**COBRA Service Center**
**PO Box 644357**
**Pittsburgh, PA**
**15264**
**The COBRA Service Center can be reached at 1-800-555-2363 and is available Monday – Friday, 7:00 AM - 5:00 PM (CT)**

## For more information

This notice does not fully describe continuation coverage or other rights under the Plan. More information about continuation coverage and your rights under the Plan is available in your summary plan description.

If you have any questions concerning the information in this notice, your rights to continuation coverage, or if you want a copy of your summary plan description, you should contact

**The COBRA Service Center**
**PO Box 25406**
**Pittsburgh, PA**
**15220**

**The COBRA Service Center can be reached at 1-800-555-2363 and is available Monday – Friday, 7:00 AM - 5:00 PM (CT)**

Private sector employees seeking more information about rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, can contact the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) at 1-866-444-3272 or visit the EBSA website at **www.dol.gov/ebsa** State and local government employees should contact HHS-CMS at **www.cms.hhs.gov/COBRAContinuationofCov/** or **NewCobraRights@cms.hhs.gov**

## Keep Your Plan Informed of Address Changes

In order to protect your and your family's rights, you should keep the Plan Administrator informed of any changes in your address and the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

**IMPORTANT**

•If, after you elect COBRA and while you are paying the reduced premium, you become eligible for other group health plan coverage or Medicare you MUST notify the plan in writing. If you do not, you may be subject to a tax penalty.

For general information regarding your plan's COBRA coverage, please contact:

**The COBRA Service Center**
**PO Box 25406**
**Pittsburgh, PA**
**15220**

**The COBRA Service Center can be reached at 1-800-555-2363 and is available Monday – Friday, 7:00 AM - 5:00 PM (CT)**

# Enrollment Reminder Notice

ABC Company
875 Greentree Road, Suite 500
Pittsburgh, PA 15220

**April 15, 2011**

John Doe
123 Pittsburgh St
Pittsburgh, PA 15126

Dear John:

**Important notice – You have an outstanding activity to complete.**

According to our records, you have not yet completed the following activity related to the ABC Company employee benefits plan:

- **New Hire Enrollment**

You must go to the ABC Company website by April 30, 2011 and complete all of the steps in the enrollment process for any elections or changes to take effect.

If you do not complete this activity by the required date, we will remove any elections or changes you may have already made and cancel the event.

If you have any questions about this, contact the ABC Company Service Center at 1-800-xxx-xxxx to speak with a representative. The ABC Company Service Center is available Monday – Friday, 9:00 AM – 6:00 PM Eastern Time.

Thank you for your cooperation.

ABC Company

# New Hire Letter

ABC Company
875 Greentree Road, Suite 500
Pittsburgh, PA 15220

**April 15, 2011**

John Doe
123 Pittsburgh St
Pittsburgh, PA 15126

**Re: New Hire Benefits Enrollment**

The materials that are included with this communication provide you with general information about the benefit plans that are available to ABC Company employees eligible to participate in the ABC Company Benefits Plan. These materials will direct you to a variety of online tools that will assist you with obtaining more in-depth plan information. We understand that employees who are newly eligible for benefits frequently have many questions about the plans and hope that you find the tools and information helpful.

We further realize that you will be given a lot of information at this time and we want to simplify your understanding of benefit actions you need to take now versus benefits resources that are available to you year-round and that you can access as needed.

Benefit actions to consider now
Enrollment in ABC Company Benefits must be completed no later than 31 days following the later of your date of eligibility or receipt of benefit materials. The online enrollment tool is available to you now. If you choose to enroll before your benefits eligibility start date, your elections will be pended.

Benefit resources
You will have a variety of resources available to you, such as Summary Plan Descriptions, Benefit Highlights, Benefits Resource Guide and the Disability brochure just to name a few. Please refer to the Benefits Library on website to access benefits resource documents.

Enclosures
We have included the following documents with this communication. Please review them carefully.

- Benefit Highlights
- Important Notice from ABC Company About Your Prescription Drug Coverage, Administered by Caremark
- Health Insurance Portability and Accountability Act of 1996 Notice (HIPAA)

To obtain additional information about the benefits that are available to you go online to www.abccompany.com. You may also call the ABC Company Service Center at 1-800-xxx-xxxx to speak with a representative. The ABC Company Service Center is available Monday – Friday, 9:00 AM – 6:00 PM Eastern Time.

Yours Truly,

ABC Company

# Required Forms

ABC Company
875 Greentree Road, Suite 500
Pittsburgh, PA 15220

April 15, 2011

John Doe
123 Pittsburgh St
Pittsburgh, PA 15126

Dear JOHN:

**Re: Required Documentation (Marriage)**
According to our records, on January 13, 2011, you submitted enrollment or changes effective October 01, 2009 related to the ABC Company employee benefits plan.

Before we can finalize your elections or changes, you must provide the following supporting document (s) by **April 17, 2011**.

Marriage Certificate

If we do not receive the required forms and/or documents by April 17, 2011, your pending enrollment changes will be cancelled.

**What you need to do:**
1. Gather and/or complete the required forms and documents.
2. Complete the cover sheet included with this letter. Indicate on the sheet which documents you are providing.
3. Send the cover sheet and you're supporting documents to the ABC Service Center. You can fax your documents to 1-888-123-4567 or you can mail them to:

ABC Service Center
875 Greentree Road, Suite 500
Pittsburgh, PA 15220

If you have any questions, contact the ABC Service Center at 1-800-897-9700 to speak with a representative. The ABC Service Center is available Monday – Friday, 9:00 AM – 8:00 PM Eastern Time

Thank you for your cooperation.

ABC Service Center

**Enrollment Forms Response Sheet**

| | |
|---|---|
| Date: | February 16, 2011 |
| To: | ABC Service Center |
| Fax: | 1-800-123-4567 |
| From: | JOHN DOE |
| Employee ID: | 00012345 |
| Enrollment Number: | 654321 |

Please find enclosed the outstanding documents related to my recent enrollment transaction: Marriage, effective October 01, 2009.

I have indicated the form(s) and/or document(s) I am submitting by checking the appropriate box(es) below:

Marriage Certificate

You can fax your documents to 1-888-123-4567 or you can mail them to:

ABC Service Center
875 Greentree Road, Suite 500
Pittsburgh, PA 15220

I understand that in some cases I may need to send a required form directly to the service provider. **If there are mailing instructions on a form, follow those instructions.**

# Termination Letter

ABC Company
875 Greentree Road, Suite 500
Pittsburgh, PA 15220

**April 15, 2011**

John Doe
123 Pittsburgh St
Pittsburgh, PA 15126
February 10, 2011

Dear John,

As a result of the termination of your employment with ABC Company, your participation in the company benefit programs will end. The following information will assist you in understanding the benefit options available to you.

- If you participated in the health care plans, your coverage will continue through the end of the month in which your employment ends. Information on continuation of health care coverage will be sent to you shortly.

- If you participated in the Savings and Investment Program or the Employee Incentive Thrift Plan, call the ABC Company Savings and Pension Center at 1-877-123-4567 for information on your account balance and the available options.

- If you are vested in the Retirement Income Plan or the ABC Hourly Pension Plan, you will automatically receive a statement of your accrued pension benefit from ABC Company and Pension Center.

- If you participated in the Employee Life Insurance Plan or the Dependent Life Insurance Plan or the Survivor Income Plan, your coverage will end on the last day of the month in which termination occurs. However, you will have the right to convert all or part of this insurance to an individual policy by applying to the Prudential Insurance Company within 31 days of the termination of your employment. If applicable, a conversion form is attached to this

letter. As an alternative, you may have the option to elect portable life insurance coverage. Portability enables you to continue similar Prudential group life insurance, which is often less expensive than individual life insurance. Be sure to read the enclosed brochure to learn more about the portability option and whether you are eligible. Retirees are not eligible for the portability option.

• If you participated in the Dependent Care Reimbursement Account (DCRA), your coverage will be terminated at the last day of the month of your termination date. If you participated in the Health Care Reimbursement Account (HCRA), your coverage will be terminated at the last day of the month of your termination date. However, you will be provided information in your COBRA materials to continue this enrollment on an after-tax basis through the end of the calendar year of your termination. Only HCRA expenses which were incurred while you were contributing to the account may be submitted for reimbursement. You have three months beyond the end of the plan year to submit eligible claims for reimbursement. Any funds remaining in the Accounts(s) beyond that date will be forfeited.

• If you participated in the Long-Term Care Plan, coverage can be continued directly through the Plan's insurer. Finally, if you were enrolled in the financial planning program, the services may be utilized at any time during the calendar year in which your employment is terminated.

If you have other questions about your benefit options, you can refer to the Summary Plan Description or call 1-800-123-4567 to speak with a representative at The ABC Company, Monday – Friday, 9:00 AM – 8:00 PM Eastern Time.

Thank You,

ABC Service Center

February 10, 2011

ABC COMPANY

GROUP TERM LIFE, DEPENDENT LIFE AND SURVIVOR INCOME PLAN
CONVERSION NOTICE

TO: JOHN DOE

AND FAMILY, IN CASES WHERE DEPENDENT LIFE INSURANCE IS IN PLACE Group Life Insurance coverage(s) provided by ABC Company is terminated on the date shown below.

Subject to the conversion privilege contained in the Group Contract and described in "Your Benefits" booklet, you may convert all or part of the insurance amounts indicated below to an individual life policy(ies) by applying for conversion and paying the first premium within 31 days of the coverage termination date.

Application for conversion may be made with any life insurance agent of the Prudential Insurance Company of America.

SPECIAL NOTE TO PARTICIPANTS WHO'S COVERAGE HAS BEEN ASSIGNED

Please note that the decision to convert must be made by the owner of the policy. If you have assigned your coverage, this decision must be made by the assignee. Therefore, you must forward this conversion notice to the assignee, so that they may choose whether to exercise this right.

COVERAGE TERMINATION

The following coverage is terminated effective: February 28, 2011

**Employee Life Insurance Amount**
Employee Life $978,985.00

Child Life $5,000.00

These insurance amounts may be converted to an individual policy, as discussed above.

GROUP POLICY NUMBER: 0123456

NAME OF EMPLOYER: ABC COMPANY

CONTACT:

ABC Service Center
875 Greentree Road, Suite 500
Pittsburgh, PA 15220

CONTACT TELEPHONE NUMBER: 1-800-123-4567

## APPENDIX D

# Electronic Data Transfer Guide

# Electronic Data Transfer Guide

**Outlines our best-practice approach to data exchange for master data and payroll directions related to the administration of health & welfare benefits**

MORNEAU SHEPELL

**Notice of Confidentiality**

This document contains confidential information or details of proprietary processes or systems developed by our firm. Therefore, we respectfully request that the contents be held in strict confidence and not shared with any third parties without our written permission. The contents of this document are protected by copyright.

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# 1. REVISION HISTORY

| Version | Updated By | Date | Changes Made |
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| | | | |
| | | | |
| | | | |
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| | | | |

# 2. INTRODUCTION

Morneau Shepell's Electronic Data Transfer guide is provided to assist in the implementation of standard interfaces required for the efficient integration of the client's Human Resource and payroll systems and Morneau Shepell's Ariel Administration system. The guide includes a description of the services available and the text file layouts for HR demographic and payroll deductions.

# 3. GENERAL INFORMATION FOR DATA TRANSFER

Following are some key elements of the electronic data interface files:

- The interfaces will be created based upon the fixed-length ASCII format specified within this document.
- All employees are sent on the HR demographic file, regardless of plan eligibility. This ensures that Morneau Shepell service center representatives can properly identify employees who call the service center but are not eligible for coverage. It also simplifies the transition process where eligibility rules change over time after Morneau Shepell begins administration of the plan(s).
- The interfaces are defined based on standard formats. Where fields are not available in the providing system or required in the receiving system, these will be indicated as such in the configuration requirements. This allows for additions and changes in the systems (version and provider) over time.
- The files include standard headers and footers that are used to validate the integrity of the transmission and to ensure that files are loaded in the right order.
- Morneau Shepell has defined a standard set of validation rules for the interface files. These protect the integrity of data in the Ariel system. Errors are trapped in the on-line interface module and are reported for action to designated HR or payroll administration teams. Where errors exceed the defined threshold, the system rejects the entire file and notifies the client and Morneau Shepell teams.
- Left justify and blank-fill unused portion of each field.

# 4. FILE TRANSMISSION

Files can be sent to Morneau Shepell using FTP or by uploading to the Ariel website using the on-line interface module upload feature. You have the option of encrypting FTP files using PGP software before sending them. Please note that public keys must be exchanged before sharing PGP-protected data.

**Indicate whether files will be sent using FTP or through the website (HTTPS):**

**Indicate the name of a technical contact for exchanging PGP keys (or indicate "N/A" if not using PGP):**

## 4.1 FILE NAMING CONVENTIONS

The name of the files should be composed as follows:

*Nature of File*_NAMTYPE_*Date/Time*.txt

- Where *Nature of File* is 4 characters with values = TEST or PROD
- Where NAM is the 3 character client abbreviation assigned by Morneau Shepell

- Where TYPE is one of HRIS, PAYR, PPAY
- Where *Date/Time* = date and time (Eastern Standard) the file was generated; format= yyyymmddhhmm

Example: TEST_MORHRIS_200407141544.txt

PROD_MORPAYR_200407141544.txt

Cycle numbers are used in the header of the file to ensure proper processing order. These will increment at every (successful) file extraction and will reset to 001 after cycle 999.

**The 3-character client abbreviations will be: ABC**

**An example of a production file generated at 12:00 pm (noon) on March 20, 2006 would be:**

**PROD_ABCHRIS_200603201200.txt**

**Indicate the frequency with which the file(s) will be sent:**

**HRIS: <<Daily, Weekly, Bi-weekly, Monthly>>**

**Payroll: <<Daily, Weekly, Bi-weekly, Monthly>>**

**Post-payroll: <<Daily, Weekly, Bi-weekly, Monthly>>**

# 5. FIELD VALIDATION STATUS

Morneau Shepell validates field values on incoming data files fields. The different levels of error severity are listed below:

1. Critical: as soon as a record fails on this rule, the validation and loading process will stop. The file will be rejected. Critical is typically assigned to the file header or trailer records.
2. Severe: as soon as a record fails on this rule, the file will be marked as rejected but the system will continue to validate all the other records in the file in order to provide a complete error report.
3. Error: when a record fails on this rule, the incorrect data in the affected filed must be corrected before the system will load the record that contains this field.
4. Warning: when a record fails on this rule, the data must be confirmed or changed by client before the system will load the record that contains this field.

The system also assesses the total health of the interface file by counting the total number of record issues as compared against a predefined threshold. If the number of errors in any given file exceeds the threshold the file is rejected. The threshold can be defined as finite number of records or as a percent total as compared to the total number of records in a file.

**Error threshold: Indicate the error tolerance as both a nominal and a percent of total records**

**Maximum number of errors per file:**

**Maximum percentage of error records per file:**

The validation rules are outlined in the file layout sections.

# 6. MASTER DATA

The Master Data interface contains demographic, employment, and other indicative data from the Human Resource Information System (HRIS). The file includes the type of information required to handle

administration of benefits properly, and to include the type of information required by downstream providers such as insurers. Minimum information requirements include:

- Specific member demographics used to identify the member, such as employee number, SSN, and name;
- Information defining organizational hierarchy in relation to plan eligibility, cost and credit calculations, policy numbers, pay schedules, and other considerations that affect plan entitlement;
- Factors affecting coverage and costs, such as gender, birth date, and salary;
- Information used to contact the employee or send communications, such as e-mail address, phone number, and home / work address.

## 6.1 Selection Logic

The Master Data file can be sent either as a full file or as a changes-only interface. The former approach is typically used where the HR system does not track changes for all applicable participant attributes (e.g. employee's phone number) or where the volume of participants is low. In both cases, a snapshot of information as at the effective date of change is provided where one or more changes are completed subsequent to the last feed. Where a change pre-dates a previously-reported transaction, these are included in the file to confirm that they have not been superseded by the more recent change. The full-file interface also includes a current snapshot of participant information, to catch any changes which are not captured in the transaction review logic.

The on-line interface module reviews each participant record per the agreed validation rules (included in the file layout below), and flags records requiring administrator review. Records which pass the validation rules are compared – by attribute - against participant information on file as-at the effective date of the record for information which requires an effective date (noted with an asterisk in the file layout) or the date of the feed for information which does not require an effective date.

**Indicate whether the file will be a full file or a changes-only interface:**

Where a retroactive change occurs or where more than one change to key information is entered with a different effective date, there shall be more than one record included in the file for a given employee (maximum of one record per effective date). Changes that have been reported previously but which are effective after the retroactive change date must be reported again in the feed in order to confirm that the new change does not over-ride the prior information.

As an example, consider an employee who has the following history for salary and employee group information on file in the HR system and at Morneau Shepell (based on past HR feeds):

| Salary | Employee group | Effective date |
|---|---|---|
| $50,000 | Regular | Oct 1, 2000 |
| $80,000 | Executive | Feb 10, 2006 |

Now assume that this employee should have had received raise – to increase his salary to $60,000 on Jan 1, 2006 prior to his recent promotion - but that this was not entered into the HR system previously. To correctly report this change in the HRIS interface, the following records would need to be sent:

| Salary | Employee group | Effective date |
|---|---|---|

| | | |
|---|---|---|
| $60,000 | Regular | Jan 1, 2006 |
| $80,000 | Executive | Feb 10, 2006 |

## 6.2 Confirming Master Data Changes

For each interface, an on-line *HR Changes Report* is posted and is available for download from the site. The report shows the changes the system recognized in the interface, either for new employees or changes to existing employees. These changes are processed as received, and do not require additional confirmation from HR or payroll administrators. Where reported changes are invalid, the administrator can make changes using the add/update feature, or can upload feeds to reverse and then correct participant information.

## 6.3 Master Data File Layout

### 6.3.1 Header Record

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Header Tag | String identifying the header record. | 1 | 3 | Character | 'HDR' | Value must be "HDR"<br>Mandatory | Critical<br>Critical |
| Interface ID | Unique ID that identifies the interface file. | 4 | 10 | Character | e.g., 'ABCHRIS ' | Mandatory | Critical |
| Cycle validation | This cycle should equal the last cycle number processed plus 1. If the expected cycle number exceeds the length of CYCLE_LEN, it will be reset to 001. | 14 | 3 | Numeric | e.g. '009' | Must be in range of 1 – 999<br>Mandatory<br>Numeric<br>Must follow the last file's cycle number | Critical<br>Critical<br>Critical<br>Critical |
| Interface creation date & time validation | Run date and time. | 17 | 14 | Datetime | '20020825060130' (yyyymmddhhmmss) | Mandatory<br>Must be a valid date/time<br>Must be 14 digits, no spaces<br>Value should be later than 19000101000001 | Critical<br>Critical<br>Critical<br>Critical |

### 6.3.2 Transaction Record

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Benefit Administration Group * | Organizational identifier – usually a company or division indicator | 1 | 6 | Character | 'ABC'<br>'XYZ' | Mandatory<br>Valid values per BAG domain<br>See "ABC Workbook Appendix 1" for the valid domain. | Error<br>Error |

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Employee Group * | Used to indicate employee groups, such as executives, salaried staff, union staff, etc. | 7 | 10 | Character | 'EXE'<br>'MAN'<br>'UST' | Mandatory<br>Valid values per Employee Group domain<br>See "ABC Workbook Appendix 1" for the valid domain. | Error<br>Error |
| Employment Basis * | Typically relates to employee's work basis, such as full-time, part-time, retired, etc. | 17 | 10 | Character | 'FTR'<br>'PTR'<br>'RET' | Mandatory<br>Valid values per Employment Basis domain<br>See "ABC Workbook Appendix 1" for the valid domain. | Error<br>Error |
| Work Status * | Confirms whether the employee is actively at work, on leave, terminated, etc. | 27 | 2 | Character | 'A'<br>'T'<br>'L'<br>'Q' | Mandatory<br>Valid values per Work Status domain<br>See "ABC Workbook Appendix 1" for the valid domain. | Error<br>Error |
| Cost Center | Can be used for reporting purposes for grouping costs, if desired | 29 | 10 | Alphanumeric | '1234' | No validation rules apply | |
| HR ID Number | Employee ID for the HR system | 39 | 10 | Alphanumeric | '0000123456' | Mandatory | Error |
| Payroll ID/Filler | Employee ID number for the payroll system | 49 | 10 | Alphanumeric | '0007890123' | Leave this blank if it's the same number as HR ID Number | |
| Claims ID/Filler | ID number used to identify the member to the carrier for claims processing purposes. | 59 | 10 | Alphanumeric | '123456789' | Leave this blank if it's not required | |

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| SSN | Social Security Number | 69 | 9 | Alphanumeric | '123456789' | Mandatory | Error |
| | | | | | | Value should consist of 0-9 | Error |
| Effective Date | Effective date of the information contained in the record – this is the effective date applied to any changes contained in the row | 78 | 8 | Character | YYYYMMDD '19990415' for April 15, 1999 | Mandatory | Error |
| | | | | | | Should be a valid date | Error |
| | | | | | | Should be later than 19000101 | Error |
| Surname | Employee's surname | 86 | 40 | Character | 'Smith' | Mandatory | Error |
| | | | | | | Value should be non-numeric | Warning |
| First Name | Employee's first name | 126 | 40 | Character | 'John' | Mandatory | Error |
| | | | | | | Value should be non-numeric | Warning |
| Middle Name | Employee's middle name | 166 | 40 | Character | 'Franklin' | Value should be non-numeric | Warning |
| Number of Hours per Week * | Scheduled hours worked in a regular week – not adjusted for actual hours worked | 206 | 4 | Character | '3750' for 37.5 hours per week | Numeric | Error |
| | | | | | | | |
| Annual Salary * | Scheduled annual salary for insurance purposes. | 210 | 10 | Numeric | '0006750050' for $67,500.50 | Mandatory | Error |
| | | | | | | Numeric | Error |
| | | | | | | N.B.: '0000000000' is a valid value. | |

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Employee Date of Birth | Date of birth of the employee | 220 | 8 | Character | YYYYMMDD '19721027' for October 27, 1972 | Mandatory | Error |
| | | | | | | Should be a valid date | Error |
| | | | | | | Should be later than 19000101 | Error |
| Employee Gender | Gender of the employee | 228 | 1 | Character | 'M' for Male, 'F' for Female | Mandatory | Error |
| | | | | | | Must be 'M' or 'F' | Error |
| Date of Hire | Date of hire used to apply waiting periods for benefit eligibility | 229 | 8 | Character | '19990415' for April 15, 1999 | Mandatory | Error |
| | | | | | | Should be a valid date | Error |
| | | | | | | Should be later than 19000101 | Error |
| Net Credited Service Date YYYYMMDD /Filler | Net credited service date, used to determine eligibility for post-retirement benefits – different from hire date if employee transfers between companies or is re-hired | 237 | 8 | Character | '19990415' for April 15, 1999 | Should be a valid date | Error |
| | | | | | | Should be later than 19000101 | Error |
| | | | | | | Used for pension purposes. Leave this blank if not required | |
| Address Line 1 | First part of employee's home address | 245 | 40 | Character | '123 5th Avenue' | Mandatory | Error |
| Address Line 2 | Second part of employee's home address – typically this would be an apartment or suite number | 285 | 40 | Character | 'Suite #123' | No validations | |

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| City | Employee's city of residence | 325 | 40 | Character | 'Wichita' | Mandatory | Error |
| | | | | | | Value should be non-numeric | Warning |
| State of Residence | Employee's state of residence | 365 | 2 | Character | KS | Mandatory | Error |
| | | | | | | Must be a valid Province or State, or 'ZZ' for outside of Canada or the U.S. | Error |
| Country | Employee's country of residence | 367 | 40 | Character | 'USA' | Mandatory | Error |
| | | | | | | Value should be non-numeric | Error |
| Postal/Zip Code | Employee's postal or zip code | 407 | 10 | Character | '67201' | XXXXX or XXXXX-XXXX if country = USA | Error |
| | | | | | | XXX XXX or XXXXXX if country = Canada | Error |
| | | | | | | N.B.: No validations apply if country is other than 'USA' or 'Canada'. | |
| Home Phone Number | Employee's home phone number | 417 | 10 | Character | '5148789090' | Value can contain 0-9 | Error |
| Internal Address 1 /Filler | First line of internal mail address | 427 | 40 | Character | 'Building 1' | No validation | |
| Internal Address 2 /Filler | Second line of internal mail address | 467 | 35 | Character | '123 First Street' | No validation | |
| Internal Address 3 /Filler | Third line of internal mail address | 502 | 15 | Character | 'Room 5C' | No validation | |
| Internal Address 4 /Filler | Fourth line of internal mail address | 517 | 35 | Character | 'Wichita, KS' | No validation | |
| Internal Address 5 /Filler | Fifth line of internal mail address | 552 | 17 | Character | '67201 USA' | No validation | |

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Employee Office Telephone Number /Filler | Employee's phone number at work | 569 | 16 | Character | '5148789090x12345' | Value can contain 0-9 and x (for extension)<br>N.B.: Field may be blank. If populated, validation rules above will apply. | Error |
| State of Work | State in which the employee is working | 585 | 2 | Character | | Mandatory | Error |
| | | | | | | Must be a valid Province or State, or 'ZZ' for outside of Canada or the U.S. | Error |
| Date of this Data Feed | Date on which the file was run | 587 | 8 | Character | YYYYMMDD '19990415' for April 15, 1999 | Mandatory | Error |
| | | | | | | Should be a valid date | Error |
| | | | | | | Should be later than 19000101 | Error |
| Job title | Employee's job title | 595 | 40 | Character | 'Operator' | No validation | |
| Language /Filler | Employee's language preference for communications | 635 | 1 | Character | 'E' for English or 'F' for French | Leave this blank | |
| E-mail address | Employee's e-mail address at work | 636 | 50 | Character | 'john.smith@ABC.com' | Must include the '@' character<br>N.B.: Field may be blank. If populated, validation rules above will apply. | Warning |

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Expected return date /Filler | The estimated return date from a leave of absence with the exception of disability leaves. | 686 | 8 | Character | '19990415' for April 15, 1999 | Should be a valid date | Error |
| | | | | | | Should be later than 19000101 | Error |
| | | | | | | N.B.: Field may be blank. If populated, validation rules above will apply. | |

* These fields are critical for benefit eligibility and calculation purposes, and therefore require an effective date when changes are sent in the feed. Other changes use the date of the data feed as the effective date where changes occur.

### 6.3.3 TRAILER RECORD

| Field Name | Description | From | Length | Type Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Trailer Tag | This field should contain the string identifying the trailer record. The trailer tag should be located in the first column of the record. | 1 | 3 | Character Mandatory | 'TRL' | Mandatory | Critical |
| | | | | | | Value must be 'TRL' | Critical |
| Trailer Interface ID validation | Unique ID that identifies the interface file. This is a mandatory field. | 4 | 10 | Character Mandatory | 'ABCHRIS ' | Mandatory | Critical |
| Trailer Records count validation | The records count in the trailer does not include header & trailer records. | 14 | 8 | Numeric Mandatory | '00001345' for 1345 records | Mandatory | Critical |
| | | | | | | Numeric | Critical |
| | | | | | | Value must equal total record count in the file | Critical |

### 6.3.4 UNAVAILABLE INFORMATION

Where one or more of the optional fields in the standard file are not available in the HR or payroll system, please list these below for reference in developing administrative and other processes:

## 6.4 AREAS OF CONCERN FOR MASTER DATA

If there are specific elements of the interface specification which are likely to be problematic, list these below for special attention during the testing process:

## 6.5 NOTES

## 6.6 EXCEPTIONS

At times, it may be necessary to modify or enhance the standard interface due to:

- Missing or incomplete information for mandatory fields;
- Insufficient detail in the HR / payroll system to properly interpret plan rules;
- Preference to re-use an existing interface format;
- Desire to maintain additional data fields; and,
- Requirements to map or manipulate data on the Morneau Shepell end.

In these cases, it is possible to depart from the standard, but this does imply a change in project costs. Please indicate below where this is the case, and provide details if 'yes':

# 7. PAYROLL DIRECTIONS

The Payroll Directions interface is used by Morneau Shepell to report benefit elections, deductions, and employer costs to the payroll system. The interface contains one record for each benefit type for the employees identified for inclusion in the feed. Key information such as selected option, category, volume, costs (deductions, employer cost, taxable benefits – for imputed income), and effective dates are included for clarity. The payroll system typically requires only the cost information on an ongoing basis, as Morneau Shepell handles calculations of current and retroactive charges based on plan rules and sends these separately to allow for proper application in the payroll process. Clients can decide whether to load detailed information by benefit, or to apply the aggregated totals for each employee included in the file.

### 7.1.1 PAYROLL DIRECTIONS SELECTION LOGIC

The ongoing file can be sent either as a full-file, or as a changes-only interface. In the latter case, any changes made which are applicable to the current pay period will be included, and a full set of records (plus a total) is reported. Records are sent both for non-zero and null values, to ensure that benefit terminations are properly handled. Changes are never reported for future pay periods or for benefits which are on a waiting period, so the included effective date fields can be largely ignored.

Where a retroactive change occurs, these amounts are reported on separate lines from the ongoing amounts. This allows the client to report these separately on the employee's paycheque (where desired), and avoids the need to re-send the ongoing amount in the next feed (which is only a consideration for changes-only feeds).

It is anticipated that the payroll system will handle any situations in which the deductions or taxable benefits cannot be taken from the employee's paycheque, through carry-forward or other procedures.

**Indicate whether the file will be a full file or a changes-only interface:**

**The destination for the Interface shall be: <<Indicate destination system>>**

## 7.2 Payroll Directions File Layout

### 7.2.1 Header Record

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Header Tag | String identifying the header record. | 1 | 3 | Character | 'HDR' | Value must be "HDR" | Critical |
| | | | | | | Mandatory | Critical |
| Interface ID | Unique ID that identifies the interface file. | 4 | 10 | Character | e.g., 'ABCPAYR ' | Mandatory | Critical |
| Cycle validation | This cycle should equal the last cycle number processed plus 1. If the expected cycle number exceeds the length of CYCLE_LEN, it will be reset to 001. | 14 | 3 | Numeric | E.g. '009' | Must be in range of 1 – 999 | Critical |
| | | | | | | Mandatory | Critical |
| | | | | | | Numeric | Critical |
| | | | | | | Must follow the last file's cycle number | Critical |
| Interface creation date & time validation | Run date and time. | 17 | 14 | Datetime | '20020825060130' (yyyymmddhhmmss) | Mandatory | Critical |
| | | | | | | Must be a valid date/time | Critical |
| | | | | | | Must be 14 digits, no spaces | Critical |
| | | | | | | Value should be later than 19000101000001 | Critical |

### 7.2.2 Transaction Record

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Benefit Administration Group (BAG) | Defines the employee's division | 1 | 6 | Character | 'ABC' 'XYZ' | Mandatory | Error |
| | | | | | | Valid values per BAG domain | Error |
| | | | | | | See "ABC Workbook Appendix 1" for the valid domain. | |

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Employee Number / HR ID Number | Unique identifier for employee | 7 | 10 | Character | '0000123456' | Mandatory | Error |
| Benefit Type / Deduction Code | A unique code that refers to the deduction type being reported. | 17 | 4 | Character | '057' for Basic Life OR 'MED" for medical | Mandatory<br>Valid values per Benefit Type domain<br>See "ABC Workbook Appendix 1" for the valid domain. | Error<br>Error |
| Benefit Option | This is the plan the employee is currently enrolled in for coverage | 21 | 2 | Character | '01' | Must be valid Benefit Option values according to the domain for the applicable benefit.<br>N.B.: this is not typically loaded into the payroll system in the ongoing feed but is provided if desired for reporting purposes.<br>See "ABC Workbook Appendix 1" for the valid domain. | Error |
| Benefit Level | This field identifies category of a Benefit Type. | 23 | 1 | Character | 'S' for Employee Only | Must be per valid Benefit Level values for the applicable benefit.<br>N.B.: this is not typically loaded into the payroll system in the ongoing feed but is provided if desired for reporting purposes.<br>See "ABC Workbook Appendix 1" for the valid domain. | Error |
| Benefit Volume | Indicates volume of coverage for benefits like optional life insurance | 24 | 10 | Numeric | '10000000' for $100,000.00 coverage | N.B.: this is not typically loaded into the payroll system in the ongoing payroll feed. | |

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Employee Deduction Amount | This is the amount that will be used for employee deductions, refunds, and/or retros in the payroll provider(s)' system. | 34 | 12 | Numeric | E.g. '000000002312' for $23.12 deduction; Or '-00000000913' for $9.13 refund. | | |
| Employer Deduction Amount | This is the amount that will be used for employer deductions, refunds, and/or retros in the payroll provider(s)' system. | 46 | 12 | Numeric | E.g. '000000002312' for $23.12 group insurance deduction; | | |
| Federal Taxable Benefit Amount | This is the amount that will be used for employee taxable benefit amounts in the payroll provider(s)' system. | 58 | 12 | Numeric | E.g. '000000002312' for $23.12 | | |
| Quebec Taxable Benefit Amount (for clients with Canadian employees) | Provides the taxable benefit amount for benefits considered as taxable only in Quebec | 70 | 12 | Numeric | E.g. '000000002312' for $23.12; | | |
| Filler | | 82 | 8 | | | | |
| Filler | | 90 | 8 | | | | |
| Date Deductions Starts | Date benefit deduction begins | 98 | 8 | Character | '20010301' for March 1, 2001 | | |
| Filler | | 106 | 8 | | | | |

| Field Name | Description | From | Length | Type / Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Basic/Retro Indicator | This is a special indicator used to identify any one-time or retroactive adjustments | 114 | 1 | Character | 'R' for retro or ' ' for basic | | |

**** Note: numeric fields are implied to have 2 decimal places but do not include a decimal point - data will be right justified and zero-filled (e.g., show 25,123.45 as 02512345). Amounts may be either positive or negative, although negatives typically apply only to retroactive amounts.***

### 7.2.3 TRAILER RECORD

| Field Name | Description | From | Length | Type Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Trailer Tag | This field should contain the string identifying the trailer record. The trailer tag should be located in the first column of the record. E.g. 'TRL' | 1 | 3 | Character | 'TRL' | Mandatory | Critical |
| | | | | | | Value must be 'TRL' | Critical |
| Trailer Interface ID validation | Unique ID that identifies the interface file. This is a mandatory field. | 4 | 10 | Character | 'ABCPAYR' | Mandatory | Critical |
| Trailer Records count validation | The records count in the trailer does not include header & trailer records. | 14 | 8 | Numeric | '00001345' for 1345 records | Mandatory | Critical |
| | | | | | | Numeric | Critical |
| | | | | | | Value must equal total record count in the file | Critical |
| Trailer Total Employee Amount | The total amount of the 'Employee Amount' column. | 22 | 18 | Numeric Mandatory | '00001234567891 2345' | Mandatory | Critical |
| | | | | | | Value must be equal to the sum of amounts in "Employee deduction amount" | Critical |

| Field Name | Description | From | Length | Type Format | Example | Rule | Level |
|---|---|---|---|---|---|---|---|
| Trailer Total Employer Amount | The total amount of the 'Employer Amount' column. | 40 | 18 | Numeric Mandatory | '00001234567891 2345' | Mandatory | Critical |
| | | | | | | Value must be equal to the sum of amounts in "Employer deduction amount" | Critical |
| Trailer Total Taxable Amount | The total amount of the 'Taxable Benefit Amount' column. | 58 | 18 | Numeric Mandatory | '00001234567891 2345' | Mandatory | Critical |
| | | | | | | Value must be equal to the sum of amounts in "Federal taxable benefit amount" | Critical |
| Trailer Total Quebec Taxable Amount | The total amount of the 'Taxable Benefit Amount' column. | 77 | 18 | Numeric Mandatory | '00001234567891 2345' | Mandatory | Critical |
| | | | | | | Value must be equal to the sum of amounts in "Quebec taxable benefit amount" | Critical |

## 7.3 Areas of Concern for Payroll

If there are specific elements of the interface specification which are likely to be problematic, list these below for special attention during the testing process:

## 7.4 Notes

## 7.5 EXCEPTIONS

At times, it may be necessary to modify or enhance the standard interface. Please indicate below where this is the case, and provide details if 'yes':

## 8. CLIENT SIGN-OFF

| Team Member | Role | Date | Signature |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*Morneau Shepell is an industry leader in helping organizations deliver their human resource programs. For more nearly five decades, we have teamed up with North American companies to help them conceive and implement effective business solutions. The size and diversity of our client base gives our consultants a unique, forward-looking perspective on all pension, benefits, workplace health and productivity issues.*


| | | | |
|---|---|---|---|
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| LONDON<br>519.438.0193 | MONTRÉAL<br>514.878.9090 | OTTAWA<br>613.238.4272 | PITTSBURGH<br>412.687.3236 |
| QUÉBEC<br>418.529.4536 | ST. JOHN'S<br>709.753.4500 | TORONTO<br>416.445.2700 | VANCOUVER<br>604.642.5200 |

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| TAB | DESCRIPTION | ACTION |
|---|---|---|
| 1 | **FY 2013 LINE ITEMS** | Motion to approve |
| 2 | **ATHLETICS – ACTUALS, FORECAST AND BUDGET REPORTS** | Information item |
| 3 | **AMENDMENT TO BOARD POLICY**<br>Section V.F. – Bonds or Other Indebtedness and Section V.K. – Construction Projects – First Reading | Motion to approve |
| 4 | **BOISE STATE UNIVERSITY**<br>Math/Geo Building Renovation – Planning & Design | Motion to approve |
| 5 | **BOISE STATE UNIVERSITY**<br>Air Charter Services – 2011-2015 Football Seasons | Motion to approve |
| 6 | **BOISE STATE UNIVERSITY**<br>Offsite Park & Ride Facilities | Information item |
| 7 | **BOISE STATE UNIVERSITY**<br>Geothermal Utility Service Connections Phase I – Planning & Design | Information item |
| 8 | **BOISE STATE UNIVERSITY**<br>Higher Education Insurance Feasibility Study | Information item |
| 9 | **IDAHO STATE UNIVERSITY**<br>Approval of Professional Fee for Associate of Science (A.S.) Paramedic Science Program | Motion to approve |
| 10 | **UNIVERSITY of IDAHO**<br>PCard Program – Contract with US Bank | Motion to approve |
| 11 | **UNIVERSITY of IDAHO**<br>Student Health Insurance Program (SHIP) Contract | Motion to approve |

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## AGENCIES AND INSTITUTIONS OF THE STATE BOARD

### SUBJECT

FY 2013 Line Item Budget Requests

### REFERENCE

| | |
|---|---|
| April 21, 2011 | Instructions to agencies and institutions regarding submission of line item budget requests |

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.
Title 67, Chapter 35, Idaho Code

### BACKGROUND/ DISCUSSION

As discussed at its April 2011 meeting, the Board will accept the line item requests and provide guidance at the June 2011 meeting. Subsequently, the Board will approve the final budget request at the August 2011 meeting. Following Board approval in August, the budget requests will be submitted to Legislative Services Office (LSO) and Division of Financial Management (DFM) by September 1, 2011.

The line items represent the unique needs of the institutions and agencies and statewide needs. The line items are prioritized by the Board for the institutions, following review.

The following line item guidelines were provided without priority order:

1. Unfunded Enrollment Workload Adjustment
2. Center for Advanced Energy Studies (CAES)
3. Biomedical Research Collaboration
4. Occupancy Costs
5. Strategic Initiatives(s)
6. Opportunity Scholarship

Staff has consulted with DFM and LSO and agreed to have the institutions request unfunded enrollment workload adjustment as a maintenance item instead of a line item enhancement. A similar approach was used in the prior year, but the maintenance level request was moved by LSO to a line item. Including this item as a maintenance item shows that funding is needed to maintain a level budget and is not a request to add to or enhance the budget for new initiatives.

The information included in the final budget request must include supporting documentation sufficient enough to enable the Board, LSO and DFM to make an informed decision.

The Line Items Summary lists all line items by category. The Strategic Initiatives Summary breaks out the Strategic Initiatives line items by institution and agency. The detail information for each line item request is included in separate tabs for each category.

**IMPACT**

Once the Board has provided guidance on priority, category, dollar limit, etc., Board staff will work with the Business Affairs and Human Resources Committee, DFM and the agencies/institutions to prepare line items to be approved at the August meeting.

**ATTACHMENTS**

Line Items Summary and Detail..... Tab a
Occupancy Costs ..... Tab b
Center for Advanced Energy Studies (CAES) .....Tab c
Biomedical Research Collaboration..... Tab d
Strategic Initiatives Summary and Detail ..... Tab e

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board's guidance in reviewing and approving the line items will enable the institutions and agencies to prepare their FY 2013 budgets requests with the proper amount of analysis and oversight.

Although Occupancy Costs, CAES and Biomedical Research are grouped together in separate sections, that does not necessarily reflect the priority for each institution. Below is a table showing the priority for each of these items:

| | Occupancy Costs | CAES | Biomedical Research | Strategic Initiatives |
|---|---|---|---|---|
| BSU | 1 | 3 | 4 | 2 |
| ISU | 1 | 2 | 6 | 3, 4, 5 |
| UI | 1 | 2 | 3 | None |
| LCSC | 1 | N/A | N/A | 2 |

**BOARD ACTION**

A motion to approve the FY 2013 line items as listed on the Line Items Summary page in Tab a, and to create a blank for each line item.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

# STATE BOARD OF EDUCATION

FY 2013 Line Items

| | By Institution/Agency | FY 2012 Appropriation | Occupancy Costs Tab c | CAES Tab d | Biomedical Research Tab e | Strategic Initiatives Tab f | Total | vs. 2012 Approp | One-Time | Ongoing vs. 2012 Approp | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Professional-Technical Education | 46,511,600 | 0 | 0 | 0 | 800,000 | 800,000 | 1.7% | | 1.7% | |
| | State Leadership & Technical Asst. | 1,820,100 | | | | | 0 | 0.0% | | 0.0% | |
| | General Programs | 10,492,800 | | | | | 0 | 0.0% | | 0.0% | |
| | Post-secondary Programs | 33,233,100 | | | | 800,000 | 800,000 | 2.4% | | 2.4% | Instructional Equipment |
| | Related Services | 965,600 | | | | | 0 | 0.0% | | 0.0% | |
| 2 | College and Universities | 209,828,300 | 4,852,600 | 3,000,000 | 2,080,600 | 7,392,400 | 17,325,600 | 8.3% | 6,213,500 | 5.3% | |
| | System-wide Needs | 2,518,100 | | | | | 0 | 0.0% | | 0.0% | |
| | Boise State University | 67,631,800 | 1,915,000 | 1,000,000 | 567,600 | 195,000 | 3,677,600 | 5.4% | 20,000 | 5.4% | Increase Graduation Rates |
| | Idaho State University | 57,150,200 | 1,171,200 | 1,000,000 | 843,000 | 6,260,500 | 9,274,700 | 16.2% | 5,885,500 | 5.9% | IT, Library Collections, Cadaver Lab |
| | University of Idaho | 71,007,400 | 1,277,900 | 1,000,000 | 670,000 | | 2,947,900 | 4.2% | 250,000 | 3.8% | |
| | Lewis-Clark State College | 11,520,800 | 488,500 | | | 936,900 | 1,425,400 | 12.4% | 58,000 | 11.9% | Strategic Initiatives |
| 3 | Community Colleges | 23,033,000 | 1,416,600 | 0 | 0 | 1,577,300 | 2,993,900 | 13.0% | 641,500 | 10.2% | |
| | College of Southern Idaho | 10,243,000 | 564,900 | | | 281,900 | 846,800 | 8.3% | | 8.3% | STEM Initiative, Improve Graduation Rate |
| | North Idaho College | 8,742,900 | | | | 878,500 | 878,500 | 10.0% | 641,500 | 2.7% | Region 1 District, Physical Therapy, 1 Stop Shop |
| | College of Western Idaho | 4,047,100 | 851,700 | | | 416,900 | 1,268,600 | 31.3% | | 31.3% | Nursing Staff, 1 Stop Shop Student Services |
| 4 | Agricultural Research/Extension | 22,559,000 | 39,500 | | | | 39,500 | 0.2% | | 0.2% | |
| 5 | Health Education Programs | 10,000,900 | 0 | 0 | 0 | 316,000 | 316,000 | 3.2% | | 3.2% | |
| | WI Veterinary Education | 1,711,300 | | | | | 0 | 0.0% | | 0.0% | |
| | WWAMI Medical Education | 3,451,600 | | | | 100,000 | 100,000 | 2.9% | | 2.9% | GME Office |
| | IDEP Dental Education | 1,357,800 | | | | | 0 | 0.0% | | 0.0% | |
| | Univ. of Utah Med. Ed. | 1,242,400 | | | | | 0 | 0.0% | | 0.0% | |
| | Family Medicine Residencies | 1,938,200 | | | | | 0 | 0.0% | | 0.0% | |
| | WICHE | 188,200 | | | | | 0 | 0.0% | | 0.0% | |
| | Psychiatry Residency | 111,400 | | | | | 0 | 0.0% | | 0.0% | |
| | Internal Medicine Residency | 0 | | | | 216,000 | 216,000 | 0.0% | | 0.0% | Boise Residency Program |
| 6 | Special Programs | 8,634,300 | 0 | 0 | 0 | 2,129,500 | 2,129,500 | 24.7% | 275,000 | 21.5% | |
| | Forest Utilization Research | 490,000 | | | | 193,000 | 193,000 | 39.4% | | 39.4% | Rangeland Center |
| | Geological Survey | 671,800 | | | | | 0 | 0.0% | | 0.0% | |
| | Scholarships and Grants | 6,663,300 | | | | 1,598,500 | 1,598,500 | 24.0% | | 24.0% | GEARUP and Opportunity Scholarships |
| | Museum of Natural History | 435,200 | | | | 338,000 | 338,000 | 77.7% | 275,000 | 14.5% | IT Position and Storage |
| | Small Bus. Development Centers | 236,100 | | | | | 0 | 0.0% | | 0.0% | |
| | TechHelp | 137,900 | | | | | 0 | 0.0% | | 0.0% | |
| 7 | State Board of Education | 2,108,900 | 0 | 0 | 0 | 0 | 0 | 0.0% | | 0.0% | |
| 8 | Idaho Public Television | 1,377,000 | | | | 116,500 | 116,500 | 8.5% | 5,700 | 8.0% | Idaho Legislature Live/Multimedia Personnel |
| 9 | Vocational Rehabilitation | 6,795,200 | 0 | 0 | 0 | 576,900 | 576,900 | 8.5% | | 8.5% | |
| | Renal Disease | 504,400 | | | | | 0 | 0.0% | | 0.0% | |
| | Vocational Rehabilitation | 2,914,600 | | | | 576,900 | 576,900 | 19.8% | | 19.8% | |
| | Community Supported Employment | 3,336,100 | | | | | 0 | 0.0% | | 0.0% | |
| | Council for the Deaf/Hard of Hearing | 40,100 | | | | | 0 | 0.0% | | 0.0% | |
| 10 | Total | $ 330,848,200 | $ 6,308,700 | $ 3,000,000 | $ 2,080,600 | $ 12,908,600 | $ 24,297,900 | 7.3% | $ 7,135,700 | 5.2% | |
| | Percentage of FY 2010 Appropriation | | 1.9% | 0.9% | 0.6% | 3.9% | 7.3% | | | | |

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# STATE BOARD OF EDUCATION

## FY 2013 Budget Request

### Colleges & Universities/Agencies

### Calculation of Occupancy Costs

| | Institution/Project | Projected Date of Occupancy | % of Use for Non-Aux. Education | Gross Sq Footage | Non-Aux. Sq Footage | (1) FTE | (2) Custodial Costs Sal & Ben | Supplies | Total | (3) Utility Estimate | (4) Maintenance Costs Repl Value | Cost@1.5% | (5) Other | Total Occ Cost | % qtrs used in FY12 | Revised FY13 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Institution/Project** | Projected Date of Occupancy | % of Use for Non-Aux. Education | Gross Sq Footage | Non-Aux. Sq Footage | FTE | Sal & Ben | Supplies | Total | Utility Estimate | Repl Value | Cost@1.5% | Other | Total Occ Cost | % qtrs used in FY12 | Revised FY13 |
| 2 | | | | | | | | | | | | | | | | |
| 3 | **BOISE STATE UNIVERSITY** | | | | | | | | | | | | | | | |
| 4 | **Yanke Center** * | Sept. 2008 | 100% | 83,801 | 83,801 | | | | | | | | | | | |
| 5 | **Norco Building (floors 3 and 4)** | July-09 | 48% | 81,300 | 39,017 | 1.50 | 50,900 | 3,900 | 54,800 | 68,300 | 8,661,774 | 62,400 | 37,000 | 222,500 | 100% | 222,500 |
| 6 | **Norco Building classroom 1st floor** | July-09 | 2% | 81,300 | 1,374 | 0.05 | 1,700 | 100 | 1,800 | 2,400 | 305,028 | 100 | 1,300 | 5,600 | 100% | 5,600 |
| 7 | **Capitol Village University Adv.** | March-06 | 100% | 8,954 | 8,954 | 0.34 | 11,500 | 900 | 12,400 | 15,700 | 1,790,800 | 26,900 | 8,300 | 63,300 | 100% | 63,300 |
| 8 | **Non Auxiliary Space in Parking Deck** | Oct. 2007 | 50% | 10,346 | 5,173 | 0.20 | 6,800 | 500 | 7,300 | 9,100 | 1,034,500 | 7,800 | 4,800 | 29,000 | 100% | 29,000 |
| 9 | **Capitol Village Emeritus Guild** | March-09 | 100% | 2,111 | 2,111 | 0.08 | 2,700 | 200 | 2,900 | 3,700 | 422,000 | 6,300 | 2,000 | 14,900 | 100% | 14,900 |
| 10 | **Capitol Village Adv. Expansion** | March-09 | 100% | 1,512 | 1,512 | 0.06 | 2,000 | 200 | 2,200 | 2,600 | 302,400 | 4,500 | 1,400 | 10,700 | 100% | 10,700 |
| | **Environmental Research Bldg.** | April-11 | 100% | 89,000 | 89,000 | 3.42 | 116,000 | 8,900 | 124,900 | 155,800 | 22,500,000 | 337,500 | 86,500 | 704,700 | 100% | 704,700 |
| 11 | **COBE** | July-12 | 100% | 71,324 | 71,324 | 2.74 | 92,900 | 7,100 | 100,000 | 124,800 | 37,000,000 | 555,000 | 84,500 | 864,300 | 100% | 864,300 |
| 12 | * Yanke Center Space utilization is pending. | | | | | 8.39 | 284,500 | 21,800 | 306,300 | 382,400 | | 1,000,500 | 225,800 | 1,915,000 | | 1,915,000 |
| 13 | | | | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | | | | |
| 15 | **IDAHO STATE UNIVERSITY** | | | | | | | | | | | | | | | |
| 16 | **Rendezvous Center (Acad Side)** | June-07 | 100% | 101,920 | 101,920 | 3.92 | 132,300 | 10,200 | 142,500 | 178,400 | 15,000,000 | 225,000 | 90,500 | 636,400 | 100% | 636,400 |
| 17 | **Rendezvous Center (PYs Approp.)** | | | | | -3.92 | -131,800 | -10,200 | -142,000 | -158,000 | | | 0 | -300,000 | 100% | (300,000) |
| 18 | **Meridian Building** | July-09 | 100% | 107,378 | 107,378 | 4.13 | 139,400 | 10,700 | 150,100 | 187,900 | 16,000,000 | 240,000 | 95,500 | 673,500 | 100% | 673,500 |
| 19 | **CAES** | July-08 | 33% | 55,000 | 18,333 | 0.71 | 24,000 | 1,800 | 25,800 | 32,100 | 15,400,000 | 77,000 | 26,400 | 161,300 | 100% | 161,300 |
| 20 | | | | | | 4.84 | 163,900 | 12,500 | 176,400 | 240,400 | | 542,000 | 212,400 | 1,171,200 | | 1,171,200 |
| 21 | | | | | | | | | | | | | | | | |
| 22 | **UNIVERSITY OF IDAHO** | | | | | | | | | | | | | | | |
| 23 | **Hays Hall (1)** | January-06 | 100% | 29,397 | 29,397 | 1.13 | 37,200 | 2,900 | 40,100 | 51,400 | 7,387,628 | 110,800 | 28,500 | 230,800 | 100% | 230,800 |
| 24 | **Vandal Athletic Center (2)** | January-04 | 14% | 35,236 | 5,000 | 0.19 | 6,300 | 500 | 6,800 | 8,800 | 8,502,154 | 18,100 | 10,700 | 44,400 | 100% | 44,400 |
| 25 | **Living Learning Center (3)** | May-04 | 5% | 202,616 | 10,180 | 0.39 | 12,800 | 1,000 | 13,800 | 17,800 | 39,312,000 | 29,600 | 39,300 | 100,500 | 100% | 100,500 |
| 26 | **UI Research Park Post Falls** | July-02 | 38% | 30,455 | 11,700 | 0.45 | 14,800 | 1,200 | 16,000 | 20,500 | 5,534,446 | 31,900 | 13,400 | 81,800 | 100% | 81,800 |
| 27 | **Prof Golf Mgmt Program Space** | July-04 | 51% | 3,642 | 1,860 | 0.07 | 2,300 | 200 | 2,500 | 3,300 | 822,032 | 6,300 | 2,100 | 14,200 | 100% | 14,200 |
| 28 | **Teaching and Learning Center** | January-05 | 100% | 27,228 | 27,228 | 1.05 | 34,600 | 2,700 | 37,300 | 47,600 | 4,654,054 | 69,800 | 24,700 | 179,400 | 100% | 179,400 |
| 29 | **Collaborative Ctr for Fish Studies** | September-06 | 50% | 13,493 | 6,762 | 0.26 | 8,600 | 700 | 9,300 | 11,800 | 3,389,488 | 25,500 | 7,900 | 54,500 | 100% | 54,500 |
| 30 | **Idaho Water Center*** | Phased Aug 04 to Aug 10 | 32% | 225,227 | 72,500 | 2.79 | 91,900 | 7,300 | 99,200 | 126,900 | 56,955,229 | 275,000 | 101,400 | 602,500 | 100% | 602,500 |
| 31 | **Idaho Water Center* (PYs Appr.)** | | | | | -1.76 | -58,600 | -4,600 | -63,200 | -80,000 | | -166,900 | (64,900) | -375,000 | 100% | (375,000) |
| 32 | **Wood Chip Storage Facility** | May-09 | 100% | 24,000 | 24,000 | 0.92 | 30,300 | 2,400 | 32,700 | 42,000 | 5,096,000 | 76,400 | 22,600 | 173,700 | 100% | 173,700 |
| 33 | **South chiller plant & storage tank** | May-10 | 100% | 4,517 | 4,517 | 0.17 | 5,600 | 500 | 6,100 | 7,900 | 6,950,000 | 104,300 | 9,000 | 127,300 | 100% | 127,300 |
| 34 | **Janssen Engineering Bldg**** | March-09 | 100% | 3,079 | 3,079 | 0.12 | 4,000 | 300 | 4,300 | 5,400 | 2,006,784 | 30,100 | 4,000 | 43,800 | 100% | 43,800 |
| 35 | | | | | | 5.78 | 189,800 | 15,100 | 204,900 | 263,400 | | 610,900 | 198,700 | 1,277,900 | | 1,277,900 |
| 36 | | | | | | | | | | | | | | | | |
| 37 | **UNIVERSITY OF IDAHO** | | | | | | | | | | | | | | | |
| 38 | **Agricultural Research & Extension Service** | | | | | | | | | | | | | | | |
| 39 | **Caldwell Office/Conf Facility** | September-06 | 100% | 3,662 | 3,662 | 0.14 | 4,600 | 400 | 5,000 | 6,400 | 569,480 | 8,500 | 3,300 | 23,200 | 100% | 23,200 |
| 40 | **Kimberly Lab/Office Building** | April-11 | 100% | 3,192 | 3,192 | 0.12 | 4,000 | 300 | 4,300 | 5,600 | 246,688 | 3,700 | 2,700 | 16,300 | 100% | 16,300 |
| 41 | | | | | | 0.26 | 8,600 | 700 | 9,300 | 12,000 | | 12,200 | 6,000 | 39,500 | | 39,500 |
| 42 | | | | | | | | | | | | | | | | |
| 43 | **LEWIS-CLARK STATE COLLEGE** | | | | | | | | | | | | | | | |
| 44 | **Nursing & Health Science Faculty** | July-09 | 100% | 60,000 | 60,000 | 2.31 | 78,500 | 6,000 | 84,500 | 105,000 | 16,000,000 | 240,000 | 59,000 | 488,500 | 100% | 488,500 |
| 45 | | | | | | | | | | | | | | | | |

# STATE BOARD OF EDUCATION

## FY 2013 Budget Request

### Colleges & Universities/Agencies

### Calculation of Occupancy Costs

| | Institution/Project | Projected Date of Occupancy | % of Use for Non-Aux. Education | Gross Sq Footage | Non-Aux. Sq Footage | (1) FTE | (2) Custodial Costs Sal & Ben | Supplies | Total | (3) Utility Estimate | (4) Maintenance Costs Repl Value | Cost@1.5% | (5) Other | Total Occ Cost | % qtrs used in FY12 | Revised FY13 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 46 | **College of Southern Idaho** | | | | | | | | | | | | | | | |
| | **Health Science & Human Services** | | | | | | | | | | | | | | | |
| 47 | | January-10 | 100% | 72,400 | 72,400 | 2.78 | 90,900 | 7,200 | 98,100 | 126,700 | 18,000,000 | 270,000 | 70,100 | 564,900 | 100% | 564,900 |
| 48 | | | | | | | | | | | | | | | | |
| 49 | **College of Western Idaho** | | | | | | | | | | | | | | | |
| 50 | **CWI Main building (Nampa)** | January-09 | 96% | 65,000 | 62,600 | 2.41 | 78,800 | 6,300 | 85,100 | 109,600 | 15,000,000 | 216,700 | 60,200 | 471,600 | 100% | 471,600 |
| 51 | **Canyon County Center** | July-09 | 75% | 77,000 | 57,750 | 2.22 | 72,600 | 5,800 | 78,400 | 101,100 | 12,960,000 | 145,800 | 54,800 | 380,100 | 100% | 380,100 |
| 52 | | | | | | 4.63 | 151,400 | 12,100 | 163,500 | 210,700 | | 362,500 | 115,000 | 851,700 | | 851,700 |
| 53 | | | | | | | | | | | | | | | | |
| 54 | | | | | | | | | | | | | | | | |

55
56
57 (1) This building was formerly known as the Alumni Residence Center, a name indicating its historical use; it has since been vacated by University Residences and is now maintained as general education space
58 (2) The Vandal Athletic Center includes a general education classroom and training room, computer labs, and associated support space
59 (3) The Living Learning Center includes general education classrooms and program space eligible for occupancy costs
60
61
62

63 (1) FTE for the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.
64 (2) Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.
65 Benefit rates as stated in the annual Budget Development Manual; workers comp rates reflect institution's rate for custodial category

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 66 | Salary | CU: $19,635.00 | CC: $18,700.00 | | | | | | | | |
| 67 | Benefits | | | | | | | | | | |
| 68 | FICA | | | | | | | | | | |
| 69 | SSDI salary to $92,150 | 6.2000% | x salary | | | | | | | | |
| 70 | SSHI | 1.4500% | x salary | | | | | | | | |
| 71 | Unemployment Insurance | 0.6200% | x salary | | | | | | | | |
| 72 | Life Insurance | 0.8500% | x salary | | | | | | | | |
| 73 | Retirement: PERSI | 11.3200% | x salary | **BSU** | **ISU** | **UI** | **LCSC** | **CSI** | **NIC** | **CWI** | |
| 74 | Workmans Comp | | x salary | 4.50% | 3.68% | 3.70% | 4.51% | 4.35% | 4.35% | 4.35% | |
| 75 | Sick Leave | 0.6500% | x salary | | | | | | | | |
| 76 | Human Resources | | | 0.306% | 0.306% | | 0.560% | 0.306% | 0.306% | 0.306% | |
| 77 | | 21.0900% | per position | 25.8960% | 25.0760% | 24.7900% | 26.1600% | 25.7460% | 25.7460% | 25.7460% | |
| 78 | Health Insurance | $9,200.00 | | | | $8,440.00 | | | | | |
| 79 | Supplies | 0.10 | | | | | | | | | |
| 80 | | | | | | | | | | | |

(3) Annual utility costs will be projected at $1.75 per 1.75

(4) Building maintenance funds will be based on 1.5% of the construction cost (excluding architectural/engineering fees, site work, movable equipment, etc.) for new buildings or 1.5% of the replacement value for existing buildings.

(5) Other:

| | | |
|---|---|---|
| IT Maintenance | 1.5000 | GSF |
| Security | 0.2200 | GSF |
| General Safety | 0.0900 | GSF |
| Research & Scientific Safety Costs | 0.5000 | GSF |
| Total | 2.3100 | |
| Too High - Used 1/3 | **0.7700** | **GSF** |
| Landscape Greenscape | 0.0003 | CRV |
| Insurance Costs | 0.0005 | CRV |
| Total | **0.00080** | **CRV** |

| | | |
|---|---|---|
| **AGENCY: Boise State University** | Agency No.: 512 | FY 2013 Request |
| FUNCTION: General Education | Function No.: 01 | Page ___ of __ Pages |
| ACTIVITY: CAES | Activity No.: | Original Submission _X_ or Revision No. ___ |

A: Decision Unit No: **12.03** Title: Center for Advanced Energy Studies - Draft Priority Ranking 3 of 4

| DESCRIPTION | General | Dedicated | Federal | Other | Total |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | 8.08 | | | | 8.08 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | 587,400 | | | | 587,400 |
| 2. Benefits | 201,600 | | | | 201,600 |
| 3. 5 Graduate Assistants stipends and fringe. | 122,100 | | | | 122,100 |
| TOTAL PERSONNEL COSTS: | 911,100 | | | | 911,100 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Graduate Assistants tuition waivers | 43,300 | | | | 43,300 |
| 2. Materials and Supplies | 20,600 | | | | 20,600 |
| 3. Travel | 25,000 | | | | 25,000 |
| TOTAL OPERATING EXPENDITURES: | 88,900 | | | | 88,900 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 1,000,000 | | | | 1,000,000 |

**How connected to institution/agency and Board strategic plans:**

This request directly supports the State Board of Education's objective to support and enhance the state's infrastructure and capacity for advanced energy studies through collaborative efforts among UI, ISU, BSU and the Idaho National Laboratory.

Boise State University's involvement in CAES is directly linked to our research and public policy mission with the primary emphasis defined by the State Board of Education's Institutional Role and Mission statement in public affairs and our developed strengths in sciences and engineering. The program supports Boise State University's strategic plan in that it will contribute to the institution's continued development of "academic excellence," "public engagement" and "exceptional research."

Boise State is home to the CAES Energy Policy Institute (EPI). The institute focuses on energy related policy research, analysis, and education. It brings together policy personnel from the three Idaho Universities and INL to analyze and examine proposed energy policy and seek solutions for suitable energy. The value of the public policy piece is critical to understanding how society and its institutions address energy issues.

This FY2013 budget request is for funding to support and build the educational, research, and policy capabilities of Boise State University both in the areas of science/engineering and policy. Although one-time funding was provided for FY 2012 from the State General Account, permanent funding needs to be secured. This is the same request of on-going funds as was requested in the 2012 budget request.

Specifically, Boise State is requesting funding for:

- Materials Science and Engineering Support:
    - Two (2) postdoctoral associates, one (1) associate professor, two months faculty summer support, 1.77 FTE for research scientists/faculty, four (4) graduate research assistantships, materials and supplies and travel expenses.
- Energy Policy Institute (EPI) Support:
    - One (1) EPI director, one EPI assistant director, one (1) assistant professor, one half time professional staff member, two half time graduate research assistantships, and a modest amount for materials and supplies.

| | | |
|---|---|---|
| **AGENCY: Idaho State University** | Agency No.: 513 | FY 2013 Request |
| FUNCTION: General Education | Function No.: 1000 | Page _1_ of _3 Pages |
| ACTIVITY: CAES | Activity No.: | Original Submission __ or Revision No. _X__ |

A: Decision Unit No: **12.02** Title: **Center for Advanced Energy Studies in Idaho Falls** Priority Ranking 2 of 6

| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | 8.3 | | | | 8.3 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | 634,400 | | | | 634,400 |
| 2. Benefits | 211,100 | | | | 211,100 |
| 3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | 845,500 | | | | 845,500 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Materials and Supplies | 60,000 | | | | 60,000 |
| 2. Travel | 50,000 | | | | 50,000 |
| 3. Communications | 44,500 | | | | 44,500 |
| | | | | | |
| TOTAL OPERATING EXPENDITURES: | 154,500 | | | | 154,500 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. Equipment | | | | | |
| 2. Startup Packages | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 1,000,000 | | | | 1,000,000 |

## How connected to institution/agency and Board strategic plans:

The Center for Advanced Energy Studies (CAES) collaborative between the Idaho National Laboratory (INL), Idaho State University, University of Idaho, and Boise State University represents a vital effort to integrate cutting-edge energy studies in the ISU College of Engineering with national interests being developed at the INL. Research and teaching efforts centered on CAES further the following Goals, as articulated in ISU's current strategic plan:

ISU Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Goals: Objective 1.A, Access, 1.B, Higher Levels of Educational Attainment; Goal 2, Critical Thinking and Innovation)

ISU Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Goal 2, Critical Thinking and Innovation).

ISU Goal 4 — Prepare students to function in a global society. (SBOE Goal 1,A Well Educated Citizenry)

ISU Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Goals: 1, A Well Educated Citizenry; 2, critical Thinking and Innovation)

## Description:

The Center for Advanced Energy Studies (CAES) is a collaborative initiative between Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI) and the Idaho National Laboratory (INL) that will address the critical energy issues facing our nation. Operating as a jointly managed research center, CAES will maximize the utilization of the energy-related capabilities of its member institutions and sponsors. Cross-organizational, peer-to-peer technical collaboration in areas of nuclear, renewable, fossil and alternative energy will be encouraged.

To ensure the success of CAES, as an enduring Idaho institution, approximately three million dollars in recurring funding is requested to build the research, policy, and educational capabilities of CAES. Specifically funding (PC) is requested to partially support 25 research active faculty members, 5 senior technicians, 3 full time CAES Associate Directors, and 3 administrative support persons (one per Associate Director), who will be recruited and hired over a period of four years. Operating costs (OE) are also requested.

These research faculty members will be hired by their respective universities on fiscal or academic year appointments as appropriate, with support for at least 6 months per year on this request. These hires will also be supported through CAES joint appointments and or joint research with the INL for the balance of their academic appointments and on grants and contracts for the summer. Researchers will be located in or spend time in the new CAES research building located in Idaho Falls, which was occupied July 2008. The costs presented are based upon FY2008 estimates.

## Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? *This request is for ongoing appropriated funding to make permanent the one-time funding granted by the State Legislature in the spring of 2008, as well as to build on the original base funding for the second year (see attachment). We request ongoing appropriated funding for the personnel listed below, as well as for the operating expenses listed above.*

2. What resources are necessary to implement this request?

   *a.* List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. *8.3 FTE, as described in attached document.*

   *b.* Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. *As listed in the attached documentation.*

   c. List any additional operating funds and capital items needed. **None.**

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. *The request is for ongoing funding.*

*4.* Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? *Funding will allow the CAES collaborative to develop and maintain facilities and personnel vital to the developing understanding of alternative energy studies at the global, national, regional, and local scales.*

*5.* If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. *This request is a continuation of the FY11 budget request.*

| Year | FY13 | Gross | % State | $ State | Fringe | Insurance | Total |
|---|---|---|---|---|---|---|---|
| Yr. 1 | Nuclear Engineering Chair | $148,345.60 | 50% | $74,172.80 | $15,665.30 | $4,650.00 | $94,488.10 |
| Yr. 1 | Assistant Professor NE, Fuels & Modeling | $70,000.00 | 75% | $52,500.00 | $11,088.00 | $6,975.00 | $70,563.00 |
| Yr. 1 | Research Professor NE, Fuel Cycle | $139,256.00 | 70% | $97,479.20 | $20,587.61 | $6,510.00 | $124,576.81 |
| Yr. 1 | Assoc. Prof. NE, Nuclear Materials | $85,000.00 | 60% | $51,000.00 | $10,771.20 | $5,580.00 | $67,351.20 |
| Yr. 1 | Assoc. Prof. NE, Fuels | $85,000.00 | 50% | $42,500.00 | $8,976.00 | $4,650.00 | $56,126.00 |
| Yr. 1 | Research AoP Physics, Detectors | $63,918.40 | 50% | $31,959.20 | $6,749.78 | $4,650.00 | $43,358.98 |
| Yr. 1 | Research AP Physics, Materials | $63,294.40 | 50% | $31,647.20 | $6,683.89 | $4,650.00 | $42,981.09 |
| Yr. 1 | Professor NE, Reactors | $48,859.20 | 25% | $12,214.80 | $2,579.77 | $2,325.00 | $17,119.57 |
| Yr. 1 | Asst. Prof. Health Physics - Reactors | $58,801.60 | 50% | $29,400.80 | $6,209.45 | $4,650.00 | $40,260.25 |
| Yr. 1 | Technician/Assistant Lecturer Nuc. Eng. | $60,008.00 | 100% | $60,008.00 | $12,673.69 | $9,300.00 | $81,981.69 |
| Yr. 1 | AA II | $31,512.00 | 100% | $31,512.00 | $6,578.45 | $9,300.00 | $47,390.45 |
| Yr. 2 | Asst. Prof. Mechanical/Materials | $70,000.00 | 50% | $35,000.00 | $7,392.00 | $4,650.00 | $47,042.00 |
| Yr. 2 | Assoc. Prof. Applied Math/Modeling | $85,000.00 | 50% | $42,500.00 | $8,976.00 | $4,650.00 | $56,126.00 |
| Yr. 2 | Assoc. Prof. Hydrogen | $85,000.00 | 50% | $42,500.00 | $8,976.00 | $4,650.00 | $56,126.00 |
| | Totals: | $1,093,995.20 | | $634,394.00 | $133,907.12 | $77,190.00 | $845,491.12 |
| | | FTE: | 8.3 | | | | |
| | | People: | 14 | | | | |

| | | |
|---|---|---|
| **AGENCY: University of Idaho** | Agency No.: 514 | FY 2013 Request |
| FUNCTION: General Education | Function No.: 01 | Page 1 of 4 Pages |
| ACTIVITY: CAES | Activity No.: | Original Submission _X_ or Revision No. ___ |

| A: Decision Unit No: **12.02** | Title: **Center for Advanced Energy Studies** | | | | Priority Ranking 2 of 3 |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 8.50 | | | | 8.50 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | $711,100 | | | | $711,100 |
| 2. Benefits | $231,700 | | | | $231,700 |
| 3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | $942,800 | | | | $942,800 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Maintenance Costs | $27,200 | | | | $27,200 |
| TOTAL OPERATING EXPENDITURES: | $27,200 | | | | $27,200 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. PC and workstation | $30,000 | | | | $30,000 |
| TOTAL CAPITAL OUTLAY: | $30,000 | | | | $30,000 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | $1,000,000 | | | | $1,000,000 |

## Supports institution/agency and Board strategic plans:

**Board strategic plan:** Goal 2, Objective A
**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.*

**Objective A: Critical Thinking, Innovation and Creativity –** Increase research and development of new ideas into solutions that benefit society.

**Performance Measures:**

- Institution funding from competitive federally funded grants
- Institution funding from competitive industry funded grants

***Through the end of FY 2010 Center for Advanced Energy Studies (CAES) activities have resulted in over $22 million in federal grants and contracts. An additional, $6 million in federal funds have also***

***been realized for advanced laboratory equipments. Significant interaction with industry include the CAES Energy Efficiency Research Initiative (partnering with Idaho Power, the J.R. Simplot Co., Micron Technology and other Idaho-based companies) and CAES Bioenergy Initiative (Memorandum of Understanding with the Innovation Center for U.S. Dairy)***.

In addition, this request supports the goals outlined in the University of Idaho - Idaho Falls (UIIF) strategic plan in the areas of "Clean Energy" and "Water and Energy" and is linked to the University's Strategic Goals 2 and 3. Specifically: Goal 2 – Scholarly and Creative Activity (UIIF – "Deliver strategically-focused integrated Energy, and Homeland Security research programs") and Goal 3 – Outreach and Engagement (UIIF –"Build stronger partnerships with INL and other state universities").

**Description:**

One million dollars in recurring funding is requested to build the research, policy, and educational capabilities of the Center for Advanced Energy Studies (CAES)[1]. Specifically ten (10) research active faculty members, two (2) senior technician positions, a full time Associate Director with a faculty appointment, and an Administrative Support person will be recruited and hired with the balance of the requested recurring funding being used for the maintenance of research equipment and general purpose computers and renewals. The costs presented are based on actual salaries of individuals in the position or a 2009-10 academic year market salaries survey. Costs have not been escalated for future years. Specifically the faculty members will support the energy research mission of CAES and will include:

a) Four (4) Nuclear Scientists/Engineers (all hired by the College of Engineering; 3 in FY2008 and 1 hired to start in FY 2012; all partially supported by one-time state appropriated CAES funding),

b) Two (2) Energy Systems Scientists or Engineers (both hired by the College of Engineering to start in FY 2012; both partially supported by one-time state appropriated CAES funding).

c) Biofuels/Bioenergy Engineer (hired by the College of Agriculture and Life Sciences in FY2010; partially supported by one-time state appropriated CAES funding),

d) Energy Geoscientist (College of Science; to be recruited and hired in FY 2013),

e) Natural Resource/Water-Energy Scientist or Policy Expert (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; to be recruited and hired in FY2013), and

f) Energy Policy/Law Professor (College of Law; to be recruited and hired in FY 2013).

The faculty members will be hired by their respective colleges on academic year appointments, supported for 5 months per year on this request, and spend at least part of the year in the 55,000 square foot CAES research building located in Idaho Falls. These hires will also be supported through CAES joint appointments with the Idaho National Laboratory (INL) for the

[1] CAES is a public/private partnership between the State of Idaho through its academic research institutions, Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI), and the federal government through the Department of Energy and its Idaho National Laboratory (INL), which is managed by the private entity the Battelle Energy Alliance (BEA). Through its collaborative structure, CAES combines the efforts of these four research institutions to provide timely research support on both technical and policy issues.

remainder (4 months) of their academic appointments and on grants and contracts for the summers. In addition to the above faculty members, two technicians (supported half time by this request and half time by grants and contracts), a full time administrative support person (to be hired in FY2013), and a full time CAES associate director (to be hired in FY 2013 to replace the part-time director currently funded by the Idaho National Laboratory) will also be hired. Funds are also requested to support the general research operational needs of the CAES faculty members, specifically

a) Research equipment maintenance agreements and repairs (ongoing)

b) Desk top computers and renewals (for both faculty and graduate students; ongoing)

Budget requests category are provided in the attached spreadsheet.

University of Idaho

Request for Recurring State Funding for the Center for Advanced Energy Studies

Base Salaries from 2009-10 Academic Year Market Salaries Survey for 100% Market Level, Associate Professor in appropriate disciplines or actual salary for existing hires* or offered salaries** (University of Idaho Budget Office).
Fringe calculated as 24.17% of Base Salary plus $7.04K for Health Benefits (Published UI rates 04/21/2011).
(Values execpt FTE in thousands of dollars)

| | Position | Appointment (9 mo/12 mo) | Base Salary | Fringe | Salary + Fringe | (FTE) Fraction of Salary | FY2013 Request |
|---|---|---|---|---|---|---|---|
| 1 | Nuclear (Materials)* | 9 | $76.59 | $25.55 | $102.14 | 0.56 | $56.75 |
| 2 | Nuclear (Mechanical Engineering)* | 9 | $95.38 | $30.09 | $125.47 | 0.56 | $69.71 |
| 3 | Nuclear (Chemical Engineering)* | 9 | $79.69 | $26.30 | $105.99 | 0.56 | $58.88 |
| 4 | Nuclear (Mechanical Engineering)** | 9 | $83.00 | $27.10 | $110.10 | 0.56 | $61.17 |
| 5 | Energy Systems (Industrial Technology)** | 9 | $83.50 | $27.22 | $110.72 | 0.56 | $61.51 |
| 6 | Energy Systems (Industrial Technology)** | 9 | $70.00 | $23.96 | $93.96 | 0.56 | $52.20 |
| 7 | Bioenergy (Bio & Ag Engineering)* | 12 | $76.00 | $25.41 | $101.41 | 0.50 | $50.70 |
| 8 | Energy Geoscientist | 9 | $77.16 | $25.69 | $102.85 | 0.56 | $57.14 |
| 9 | Energy Natural Resources | 9 | $77.63 | $25.80 | $103.43 | 0.56 | $57.46 |
| 10 | Energy Policy/Energy Law | 9 | $113.92 | $34.57 | $148.49 | 0.56 | $82.50 |
| 11 | Senior Technician* | 12 | $48.38 | $18.73 | $67.11 | 0.50 | $33.56 |
| 12 | Senior Technician | 12 | $50.00 | $19.13 | $69.13 | 0.50 | $34.56 |
| 13 | Management Assistant | 12 | $38.40 | $16.32 | $54.72 | 1.00 | $54.72 |
| 14 | CAES Associate Director | 12 | $165.00 | $46.92 | $211.92 | 1.00 | $211.92 |
| | Total Labor | | $1,134.65 | $372.80 | $1,507.45 | 8.50 | $942.78 |
| | Desk Top Computing Renewal (12 per year at $2.5K each) | | | | | | $30.00 |
| | Maintenance/Repair of Equipment | | | | | | $27.22 |
| | Total Request | | | | | | $1,000.00 |

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   **See description above.**

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      **See table and description above.**

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      **See table and description above.**

   c. List any additional operating funds and capital items needed.

      **See table and description above.**

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   **See table and description above.**

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   **"The future for energy research and development is bright at the Center for Advanced Energy Studies and its partner institutions - Boise State University, Idaho National Laboratory, Idaho State University, and University of Idaho.**

   **All continue to build their collective research portfolios through CAES. Our collaboration is paying off not only for the partners, but for the state of Idaho and the nation.**

   **In FY 2010, CAES:**

   **• Competed for and won approximately $ 8.2 million in new research, equipment, and other funding**

   **• Attracted 418 students to Idaho's flagship nuclear engineering and science programs and added three new faculty members/researchers (three more are in the works)**

   **• Built a new industrial partnership in bioenergy from solid wastes**

   **• Filled its advanced materials, imaging, and visualization laboratories with state-of-the-art equipment." (from *FY 2010 Annual Report – Center for Advanced Energy Studies*, attached)**

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

| | | |
|---|---|---|
| **AGENCY: Boise State University** | Agency No.: 512 | FY 2013 Request |
| FUNCTION: General Education | Function No.: 01 | Page ___ of __ Pages |
| ACTIVITY: VA Biomedical Research | Activity No.: | Original Submission _X_ or Revision No. ___ |

A: Decision Unit No: **12.04** Title: **Veterans Administration Biomedical Research Collaborative** Priority Ranking 4 of 4

| DESCRIPTION | General | Dedicated | Federal | Other | Total |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | 4.5 | | | | |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries and Benefits | 244,000 | | | | 244,000 |
| 2. Graduate Assistants | 266,600 | | | | 266,600 |
| TOTAL PERSONNEL COSTS: | 510,600 | | | | 510,600 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Operating Costs/Equipment | 37,000 | | | | 37,000 |
| TOTAL OPERATING EXPENDITURES: | 37,000 | | | | 37,000 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. Library supporting acquisitions | 20,000 | | | | 20,000 |
| TOTAL CAPITAL OUTLAY: | 20,000 | | | | 20,000 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 567,600 | | | | 567,600 |

## How connected to institution/agency and Board strategic plans:

Boise State University has been developing the biomolecular sciences as a primary research focus since 2000, with particular emphasis on protein structure and function. This highly interdisciplinary effort directly targets diverse biomedical applications, and is central to the NIH-funded Biomedical Research Infrastructure Network (BRIN) and the IDeA Network for Biomedical Research Excellence (INBRE) collaborations that involve Boise State University, Idaho State University, the University of Idaho, and the Veterans Affairs Medical Center in Boise.

Biomolecular and biomedical research infrastructure at Boise State University is the result of numerous National Science Foundation Major Research Instrumentation grants, funding of the Institute for Musculoskeletal Research by the Idaho Higher Education Research Council in 2007, a $4M NIH grant to construct a vivarium, and the hiring of new faculty members in key areas.

The funds requested in this line item build on these earlier successes and continue the development of a strong collaborative research presence in Boise, including proposing a PhD program in the biomolecular sciences.

| | | |
|---|---|---|
| **AGENCY: Idaho State University** | Agency No.: 513 | FY 2013 Request |
| FUNCTION: General Education | Function No.: 1000 | Page 1 of 2 Pages |
| ACTIVITY: F. VA Biomedical Research | Activity No.: | Original Submission _X_ or Revision No. ___ |

A: Decision Unit No: **12.06** Title: **Veterans Administration Biomedical Research Collaborative** Priority Ranking 6 of 6

| DESCRIPTION | General | Dedicated | Federal | Other | Total |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | 3.5 | | | | 3.5 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | 300,000 | | | | 300,000 |
| 2. Benefits | 120,000 | | | | 120,000 |
| 3. Group Position Funding (GAs) | 120,000 | | | | 120,000 |
| TOTAL PERSONNEL COSTS: | 540,000 | | | | 540,000 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Travel | 3,000 | | | | 3,000 |
| 2. Materials and Supplies | 25,000 | | | | 25,000 |
| TOTAL OPERATING EXPENDITURES: | 28,000 | | | | 28,000 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. Start-up equipment (one-time) | 275,000 | | | | 275,000 |
| TOTAL CAPITAL OUTLAY: | 275,000 | | | | 275,000 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 843,000 | | | | 843,000 |

## How connected to institution/agency and Board strategic plans:

Idaho State University has begun developing the framework for a large scale biomedical research enterprise by exploiting the synergistic interactions among the existing scholarly resources within the ISU campus as well as drawing upon the State's biomedical and biotechnology industry and other segments of interdisciplinary biomedical research within the State of Idaho, most particularly infectious disease research at the Veterans Affairs Medical Center in Boise. Thus, in order to most effectively leverage biomedical expertise at institutions across Idaho, we seek to strengthen ISU's collaboration with the VA, the University of Idaho and Boise State University. Research and teaching efforts centered on the VA Biomedical Collaborative further the following strategic goals, as articulated in the current ISU and SBOE strategic plans:

ISU Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: 1, A well Educated Citizenry; 2, Critical Thinking and Innovation)

ISU Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: 1, A well Educated Citizenry; 2, Critical Thinking and Innovation)

ISU Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: 1, A well Educated Citizenry; 2, Critical Thinking and Innovation)

ISU Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: 1, A well Educated Citizenry; 2, Critical Thinking and Innovation)

ISU Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: 1, A well Educated Citizenry; 2, Critical Thinking and Innovation)

ISU Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: 1, A well Educated Citizenry; 3, Effective and Efficient Delivery Systems)

## Description:

This line item request will provide financial resources to fund two faculty positions, a post-doctoral fellowship position, and a portion of a grant writer, as well as graduate assistantships, to support the SBOE strategic plan to enhance biomedical research across the State of Idaho. As described in other institutional requests, the goal of this plan is to increase biomedical research and graduate education in biomedical fields in Idaho and to establish a critical mass of innovative, productive biomedical investigators at the Veterans Affairs Medical Center in Boise. This is a collaborative effort with Veterans Affairs, UI, and BSU.

## Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above, funding for 3.5 FTE, as well as funding for graduate assistantships.**
2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
   c. List any additional operating funds and capital items needed. **NA.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes,

ongoing anticipated grants, etc. **This request is for ongoing and one-time appropriated funding, as articulated above.**

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**

If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first. **This is a new request for ongoing and one-time appropriated funding.**

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|---|---|---|
| **AGENCY: University of Idaho** | Agency No.: 514 | FY 2013 Request |
| FUNCTION: General Education | Function No.: 01 | Page _1_ of 2_ Pages |
| ACTIVITY: VA Biomedical Research | Activity No.: | Original Submission _X_ or Revision No. ___ |

| A: Decision Unit No: **12.03** | Title: **Veterans Administration Biomedical Research Collaborative** | | | | Priority Ranking 3 of 3 |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 2.30 | | | | 2.30 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | 205,000 | | | | 205,000 |
| 2. Benefits | 72,000 | | | | 72,000 |
| 3. Group Position Funding | 120,000 | | | | 120,000 |
| TOTAL PERSONNEL COSTS: | 397,000 | | | | 397,000 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Travel | 3,000 | | | | 3,000 |
| 2. Supplies | 20,000 | | | | 20,000 |
| TOTAL OPERATING EXPENDITURES: | 23,000 | | | | 23,000 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. Startup/lab equipment (one-time) | 250,000 | | | | 250,000 |
| TOTAL CAPITAL OUTLAY: | 250,000 | | | | 250,000 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 670,000 | | | | 670,000 |

## How connected to institution/agency and Board strategic plans:

UI Goals – Scholarly and Creative Activity, and Outreach and Engagement

SBOE Goal – Goal 2: Critical Thinking and Innovation; Objective A: Critical Thinking, Innovation and Creativity—Increase Research and development of new ideas into solutions that benefit society

## Description:

This request is for two faculty positions, startup funds, graduate stipends, and a portion of a grant writer to support the SBOE strategic plan to enhance biomedical research in Idaho. The goal of this plan is to increase graduate education in biomedical fields in Idaho and to establish a critical mass of innovative, productive biomedical investigators at the Veterans Affairs Medical Center in Boise. This is a collaborative effort with Veteran's Affairs, ISU, and BSU.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above.**
2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **As noted above.**
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
   c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **NA**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **As noted above.**

If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

# STATE BOARD OF EDUCATION

Strategic Initiatives

| | By Institution/Agency | Amount | Page # | Option A | Option B | Option C | Option D | Approved | One-Time |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Boise State University | $195,000 | | $0 | $0 | $0 | $0 | $0 | $0 |
| | Increase Graduation Rates & Improve Time to Graduate | $195,000 | 3 | | | | | | |
| 2 | Idaho State University | $6,260,500 | | $0 | $0 | $0 | $0 | $0 | $0 |
| | Information Technology Infrastructure | $4,079,700 | 11 | | | | | | |
| | Key Library Collections | $650,000 | 15 | | | | | | |
| | Gross Anatomy (cadaver) Laboratory, Meridian | $1,530,800 | 29 | | | | | | |
| 3 | Lewis-Clark State College | $936,900 | | $0 | $0 | $0 | $0 | $0 | $0 |
| | Strategic Initiatives | $936,900 | 31 | | | | | | |
| 4 | Community Colleges | $1,577,300 | | $0 | $0 | $0 | $0 | $0 | $0 |
| | CSI: STEM Initiative | $175,800 | 43 | | | | | | |
| | CSI: Graduation Rate Improvement | $106,100 | 43 | | | | | | |
| | NIC: Partnerships with Region 1 School Districts | $99,800 | 47 | | | | | | |
| | NIC: Physical Therapist Assistant Program | $250,000 | 47 | | | | | | |
| | NIC: One Stop Shopping Student Support Services | $528,700 | 47 | | | | | | |
| | CWI: Nursing Staff Funding | $221,500 | 49 | | | | | | |
| | CWI: Virtual One-Stop Student Services | $195,400 | 49 | | | | | | |
| 5 | Professional-Technical Education | $800,000 | | $0 | $0 | $0 | $0 | $0 | $0 |
| | Instructional Equipment | $800,000 | 31 | | | | | | |
| 6 | Health Programs | $316,000 | | $0 | $0 | $0 | $0 | $0 | $0 |
| | WWAMI: GME Office | $100,000 | 57 | | | | | | |
| | Boise Internal Medicine Residency | $216,000 | 67 | | | | | | |
| 7 | Special Programs | $2,129,500 | | $0 | $0 | $0 | $0 | $0 | $0 |
| | Forest Utilization Research: Rangeland Center | $193,000 | 71 | | | | | | |
| | Opportunity Scholarship | $1,000,000 | 73 | | | | | | |
| | GEARUP Scholarship | $598,500 | 73 | | | | | | |
| | Museum of Natural History: IT position and Storage | $338,000 | 73 | | | | | | |
| 8 | Idaho Public Television | $116,500 | | $0 | $0 | $0 | $0 | $0 | $0 |
| | Idaho Legislature Live/Multimedia Personnel | $116,500 | 79 | | | | | | |
| 9 | Idaho Division of Vocational Rehabilitation | $576,900 | | $0 | $0 | $0 | $0 | $0 | $0 |
| | Rehabilitation Administration Services Match | $576,900 | 83 | | | | | | |
| | Total | $12,908,600 | | $0 | $0 | $0 | $0 | $0 | $0 |

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**AGENCY: Boise State University** Agency No.: 512 FY 2013 Request
FUNCTION: Strategic Initiatives – Academic Affairs Function No.: 01 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.02** Title: Increase Graduation Rates and Improve Time To Graduation Priority Ranking 2 of 4

| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | 3 | | | | 3 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries and Benefits | 180,000 | | | | 180,000 |
| TOTAL PERSONNEL COSTS: | 180,000 | | | | 180,000 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Operating Expenses | 15,000 | | | | 15,000 |
| . | | | | | |
| TOTAL OPERATING EXPENDITURES: | 15,000 | | | | 15,000 |
| | | | | | |
| | | | | | |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 195,000 | | | | 195,000 |

Boise State has seen positive improvements in student retention and graduation rates due to enhanced advising, increased faculty-student interactions and restructuring of targeted courses. There is more to be done to improve graduation rates and reduce the time to completion for students. This request is for staffing and operating funds to use in specific areas that are deemed most likely to result in measurable positive outcomes – specifically in graduation rates and time to completion.

This initiative connects to the Board's vision of education that provides for an intelligent and well-informed citizenry.

A thorough proposal will be developed over the summer and ready for the August submission of the FY 2013 line items.

**Description:**

This FY 2013 budget request is for funding for academic support staff, and on-going operating expenses.

| | | |
|---|---|---|
| **AGENCY: IDAHO STATE UNIVERSITY** | Agency No.: 513 | FY 2013 Request |
| FUNCTION: General Education | Function No.: 1000 | Page __1_ of _2 Pages |
| ACTIVITY: Strategic Initiative | Activity No.: | Original Submission _X_ or Revision No. ___ |

A: Decision Unit No: **12.03** Title: **Information Technology Infrastructure** Priority Ranking 3 of 6

| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | | | | | |
| PERSONNEL COSTS:<br>1. Salaries<br>2. Benefits<br>3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | 0 | | | | 0 |
| OPERATING EXPENDITURES **by summary object:**<br>1. Travel | | | | | |
| TOTAL OPERATING EXPENDITURES: | 0 | | | | 0 |
| CAPITAL OUTLAY by summary object:<br>**One-time funding to upgrade antiquated IT infrastructure to meet current cyber infrastructure needs.** | | | | | |
| TOTAL CAPITAL OUTLAY: | 4,079,700 | | | | 4,079,700 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 4,079,700 | | | | 4,079,700 |

## Supports institution/agency and Board strategic plans:

ISU Goal: 6 - Promote the Efficient and Effective Use of Resources (SBOE Goal: 3, Effective and Efficient Delivery Systems)

*ISU Performance Measures: 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.*

## Description

*ISU recently engaged an IT consulting company, NetArx, in partnership with Qwest Communications to conduct an assessment of the university's IT infrastructure and our readiness to transition from a legacy phone system (no longer supported by the manufacturer) to Voice Over Internet Protocol (VOIP). ISU is requesting funding for the infrastructure portion of their assessment. Upgrades are sorely needed, regardless of whether we are able to fully move to VOIP.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   *We are requesting one-time funding to upgrade ISU's IT infrastructure. Outside contractors would do this work so no additional staffing is required. There is no funding in the base.*

2. What resources are necessary to implement this request?

   **a.** List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **None**

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None**

   **c.** List any additional operating funds and capital items needed. **None**

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   *This funding will upgrade all campus buildings with current fiber and cabling infrastructure. Current infrastructure will not support future needs/demands of faculty, students, and staff. These upgrades would also allow ISU to move to a VOIP infrastructure at some future time, which is a much more efficient way of providing current phone services than current analog switch systems.*

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

| | | |
|---|---|---|
| **AGENCY: IDAHO STATE UNIVERSITY** | Agency No.: 513 | FY 2013 Request |
| FUNCTION: **General Education** | Function No.: 1000 | Page _1_ of _3 Pages |
| ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___ |

| A: Decision Unit No: **12.04** | Title: **Key Library Collections** | | | Priority Ranking 4 of 6 | |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | | | | | |
| PERSONNEL COSTS:<br>1. Salaries<br>2. Benefits<br>3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | | | | | |
| OPERATING EXPENDITURES **by summary object:**<br>1. Travel | | | | | |
| TOTAL OPERATING EXPENDITURES: | | | | | |
| CAPITAL OUTLAY **by summary object:**<br>1. **Library Collections (on-going)** | | | | | |
| TOTAL CAPITAL OUTLAY: | $650,000 | | | | $650,000 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | $650,000 | | | | $650,000 |

## Supports institution/agency and Board strategic plans:

*This request addresses SBOE Goals: 1 (A Well Educated Citizenry), 2 (Critical Thinking and Innovation), and the Objectives under each Goal; and all ISU Goals: 1 (Achieve Academic Excellence), 2 (Increase Research Profile), 3 (Advance Health Sciences Research and Health Professions Education), 4 (Prepare Students to Function in a Global Society), 5 (Focus Institutional Instruction and Research Expertise on Community and Societal Needs), and 6 (Promote the Efficient and Effective Use of Resources).*

*The costs of key library collections have increased every year, by an annual average of 9.2% over the past four years. A comprehensive and up-to-date library is essential to support undergraduate, graduate, and professional students, and research faculty and staff. It is essential that we maintain our library collections to support teaching and research.*

***Performance Measure(s):***

*Adequate library resources, including ready access to the latest published research, are essential to meeting the Board's and ISU's performance measures related to increasing external grant and contract funding; recruiting and retaining high quality faculty and graduate students; increasing the research productivity of faculty and students; and ensuring faculty and students have the resources needed to support the academic programs; and are essential to maintaining our Carnegie classification as a Research High institution.*

## Description:

*This line item request is to fund the inflationary cost increases of the electronic and print subscriptions of the University Library. Over the past several years, without any increase in the base, the subscription costs have increased significantly. Without an annual increase to the base, the purchasing power for the Library budget decreases each year by an average of 9.2%. The library staff has worked with the colleges and departments to determine which library materials to cut. We are at a point now where all the non-essential journals have been cut, and key journals and other publications that are needed for graduate education and faculty research are threatened. A survey of faculty and staff, conducted by the library in Spring 2011, revealed significant dissatisfaction with our collections, many of which have been "cut to the bone". Without an increase in the base to help cover inflationary increases, many more top journals will need to be cut.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   *We are requesting base funds of $650,000 to maintain the current electronic and print publications essential to support teaching and research activities of faculty and students. Without additional funding, we will be required to further cut key journals and publications, above what has already been cut over the past few years. Many disciplines have already lost some of the top journals in their field.*

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service**. N.A.**

   **b.** Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted**. N.A.**

   c. List any additional operating funds and capital items needed**. N.A.**

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.). **N.A.**

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

*The library purchases subscriptions to serve our students, staff, and faculty on the Pocatello campus and at the Meridian and Idaho Falls Centers, as well as students taking online and distance education courses. If the additional base funding is not received, we will need to further reduce the number of publications (electronic and print) available to faculty, researchers, and students.*

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   *The ongoing inflationary increase in the cost of electronic and print periodicals, journals, etc. over the past several years, without an increase in the base budget, has reached a critical point where the ability of the library to meet the increasing resource needs of researchers, faculty, staff, and students has resulted in unacceptable levels of cuts of key journals in many disciplines.*

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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|---|---|---|
| **AGENCY: Idaho State University** | Agency No.: 513 | FY 2013 Request |
| FUNCTION: General Education | Function No.: 1000 | Page _1__ of 2_ Pages |
| ACTIVITY: Cadaver Lab | Activity No.: | Original Submission _X_ or Revision No. ___ |

A: Decision Unit No: **12.05** Title: **Gross Anatomy (cadaver) Laboratory, Meridian** Priority Ranking 5 of 6

| DESCRIPTION | General | Dedicated | Federal | Other | Total |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | | | | | |
| PERSONNEL COSTS:<br>1. Salaries<br>2. Benefits<br>3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | | | | | |
| OPERATING EXPENDITURES **by summary object:**<br>1. Travel | | | | | |
| TOTAL OPERATING EXPENDITURES: | | | | | |
| CAPITAL OUTLAY **by summary object:**<br>1. Estimated Facility Remodel Costs | $1,530,800 | | | | $1,530,800 |
| TOTAL CAPITAL OUTLAY: | $1,530,800 | | | | $1,530,800 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | $1,530,800 | | | | $1,530,800 |

## Supports institution/agency and Board strategic plans:

SBOE Strategic Plan Goal 1, Objectives A – Access, B – Higher Level of Educational Attainment, and D - Transition; ISU Strategic Plan Goal 3, Objective 3.1 Increase the number of students admitted to ISU's health professions programs, where capacity exists, to meet the healthcare workforce needs of Idaho.

*Creation of a gross anatomy (cadaver) lab at our Meridian facility will enable more students to complete the gross anatomy coursework required for their health profession degrees without having to take the course(s) in Pocatello. This will increase the number of graduates from these programs who will enter the workforce in Idaho.*

*Performance Measure(s): The following performance measures under Goal 1 that can be impacted positively by having a cadaver lab in Meridian include: Increase in postsecondary student enrollment; Percent of Idahoans who have a college degree or certificate; Percent of WICHE professional student exchange program graduates practicing in Idaho; as well as increase number of students in health programs where capacity exists.*

**Description:**

*Idaho State University proposes to develop a Gross Anatomy Laboratory (Cadaver Lab) at our Meridian facility. Gross anatomy is a foundational science required of the majority of our health-related professional programs. A laboratory equipped with a sufficient supply of cadavers to support graduate level instruction and research in gross anatomy for our current programs (Physician Assistant Studies) and our programs planned for the future (Physical Therapy and Dentistry). This facility is critical to maintain equity between our Pocatello and Meridian programs. Students in Pocatello have access to a cadaver facility; Meridian students do not. No other cadaver facility exists in the Treasure Valley that is adequate to meet our program needs.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   *This request is for capital improvements of our Meridian facility (remodel for a cadaver lab). No staffing is involved.*

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **N.A.**

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **N.A.**

   c. List any additional operating funds and capital items needed.

   *Space for the lab is available in our Meridian facility. What is needed are funds to construct and equip the lab.*

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

*Our Meridian-based students do not have access to the same graduate level gross anatomy instruction as our Pocatello students. Our accreditation standards require that we offer comparable instruction irrespective of the location of the students.*

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**AGENCY: Lewis-Clark State College** Agency No.: 511 FY 2013 Request
FUNCTION: General Education Function No.: Page 1 of 4 Pages
ACTIVITY: Strategic Initiatives Activity No.: Original Submission _X_ or Revision No. ___

| A: Decision Unit No: **12.02** | Title: Program Capacity Expansion | | | | Priority Ranking 2 of 2 |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 12.50 | | | | 12.50 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | 553,000 | | | | 553,000 |
| 2. Benefits | 236,900 | | | | 236,900 |
| 3. Group Position Funding | 45,500 | | | | 45,500 |
| TOTAL PERSONNEL COSTS: | 835,400 | | | | 835,400 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Supplies | 10,500 | | | | 10,500 |
| 2. Instructional Materials | 23,000 | | | | 23,000 |
| 3. Program Expenses | 10,000 | | | | 10,000 |
| TOTAL OPERATING EXPENDITURES: | 43,500 | | | | 43,500 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. Computers/office setup | 58,000 | | | | 58,000 |
| TOTAL CAPITAL OUTLAY: | 58,000 | | | | 58,000 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 936,900 | | | | 936,900 |

## Supports institution/agency and Board strategic plans:

Goal 1: A WELL EDUCATED CITIZENRY The educational system will provide opportunities for individual achievement.

Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Objective C: Adult Learner Re-Integration – Improve the processes and increase the options for re-integration of adult learners into the education system.

Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

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.

Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.

Objective B: Innovation and Creativity – Educate students who will contribute creative and innovative ideas to enhance society.

Objective C: Quality Instruction – Increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

The positions and support funds requested in this line item request directly support the Academic Affairs tasks at Lewis-Clark State College. The mission and goal statement for LCSC calls for the following:

- In accordance with its role and mission statement approved by the State Board of Education, LCSC's primary emphasis areas are business, criminal justice, nursing, social work, teacher preparation, and professional-technical education.
- The State Board directs LCSC to maintain basic strengths in the liberal arts and sciences, which provide the core (general education) portion of the curriculum.
- Other assigned emphasis areas are the provision of select programs offered on and off campus, at non-traditional times, using non-traditional means of delivery, to serve a diverse student body.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   Funding is requested to add PC, OE and CO needs for program capacity expansion in multiple areas of the college.

   The Natural Sciences, Humanities and Library positions are required to meet the general education and pre-program needs and requirements of the college's primary emphasis programs.

   The Education Division's Pathways to Alternate Certification and Endorsement (PACE) programs enhancement will provide additional access to post-secondary programs by allowing individuals that are place-bound in rural and remote areas throughout Idaho to earn teacher certification through distance learning technologies.

   The Education Special Education position is to meet the growing demand from the school districts (for teachers) and students who need this curriculum.

   The Nursing & Health Science request for a Medical Diagnostic Imaging (MDI) faculty member will allow the current Radiographic program to serve a growing need for practicing professionals to add certificates and expand their skill sets. The Nursing & Health Science request for a Simulator Operator is an additional support position required due to the increased student headcount and limited clinical sites.

The Social Work position is required to replace the Title IVE Department of Health & Welfare funded position.

There are a number of institutional infrastructure positions included as well, which are required to support the increased operational tempo of programs as a result of multiple years of growth in student enrollment.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      Assistant Professors (10): $46,100 + fringe & health insurance; full-time 9 month; anticipated hire August 2012; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

      Instructional Technician (1): $32,000 + fringe & health insurance; support students in a distance learning technology environment.

      Simulator Operator (.5): $21,000 + fringe & health insurance benefits; as agencies further constrain placement of students for clinical experiences we will need to rely on human simulation as a replacement for clinical training. A well-trained operator is required to provide the quality training for nursing students.

      Adjunct Faculty: $45,500 + fringe & no health insurance benefits; to teach summer credits as needed for the PACE Teacher Education Programs.

      Director of Student Engagement (1) $50,000 + fringe & health insurance; to provide supervision of Student Activities, Outdoor Recreation, Student Development Curriculum, Student Success Program, and New Student Orientation. These activities are currently being managed by other units. Consolidation into one unit will provide operational efficiency and consistency.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      None

   c. List any additional operating funds and capital items needed.

      Operating funds: $43,500 - instructional materials, supplies, direct program expenses

      Capital: $58,000 - computers and office setup; instructional computers

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

   On-going general funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   All Academic Affairs units within the college will be served by the addition of these primarily instructional positions. Each of the instructional positions has direct student contact and student support components that will provide for a positive college experience for the students.

The General Education credit load at the college that has been assigned to the Natural Sciences and Humanities Divisions is currently being supported by 25 Tenure Track faculty, 11 lecturers and 31 adjunct instructors. Collectively this group delivers 24% of the student credit hours that are attributed college wide to General Education requirements. As enrollment has increased, the need for full time faculty has become critical. The college's ability to find qualified adjuncts is getting less reliable each passing semester, creating the risk of not having critical sections available.

The Biology and Humanities positions will allow us to increase by 75 the number of pre-Nursing and other allied health students served. If this request is not funded, we will not be able to expand the course offerings in support of Nursing and other allied health programs.

The PACE Programs currently serve 177 candidates, 85 in elementary education, 89 in secondary education, and 3 in Special Education in rural and remote districts throughout the state. If this request is not funded, we will not be able to provide enough courses to meet student demand.

The Nursing & Health Sciences request for a Medical Diagnostic Imaging (MDI) faculty member will allow the current Radiographic program to serve a growing need for practicing professionals to add certificates and expand their skill sets. If this request is not funded, we will not be able to adapt the program to meet the working professionals' work place needs.

The Nursing & Health Sciences request for a Simulator Operator is to facilitate on campus clinical experiences for the BSN and PN students in the absence of workplace clinical sites. If this request is not funded, we will not be able to meet clinical requirements of the program which will limit access.

The Social Work position will replace the Department of Health and Welfare funded title IVE position. That position taught and fulfilled the grant requirements. If this request is not funded, program courses will not be available and access to the program will be limited.

Included in the requested faculty positions is one Librarian. The recent NWCCU accreditation report and periodic external reviews suggested that LCSC add an additional Librarian to meet minimum institutional standards. If this request is not funded, we will not be able to fully meet student library needs (access to resources and library hours).

The Director of Student Engagement position will provide supervision of and leadership to Student Activities, Student Development Curriculum, Student Success Program, and New Student Orientation. The primary function would be to coordinate these departments to promote student engagement and to increase retention. If this request is not funded, we will not be able to expand the program which will limit access to student engagement activities.

5. If this is a high priority item, list reason unapproved Line Items from the prior year budget request are not prioritized first.

   Portions of this request (Biology and PACE (5 FTE)) positions were included in FY2010, FY2011, and FY2012 budget requests. The additional positions are being requested for FY2013 to help address the continuing need for faculty and related positions.

**AGENCY: College of Southern Idaho** Agency No.: 501 FY 2013 Request
FUNCTION: Education Function No.: 02 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

| A: Decision Unit No: **12.02** | Title: **CSI STEM Initiative** | | | Priority Ranking 2 of 3 | |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 3.00 | | | | 3.0 |
| PERSONNEL COSTS:<br>Full-time STEM Coordinator<br>1. Salaries<br>2. Benefits | <br><br>106,000<br>50,800 | | | | <br><br>106,000<br>50,800 |
| TOTAL PERSONNEL COSTS: | 156,800 | | | | 156,800 |
| OPERATING EXPENDITURES **by summary object:**<br>1. Travel<br>2. Office Supplies & Postage<br>3. Instructional Supplies | <br>6,000<br>3,000<br>10,000 | | | | <br>6,000<br>3,000<br>10,000 |
| TOTAL OPERATING EXPENDITURES: | 19,000 | | | | 19,000 |
| CAPITAL OUTLAY **by summary object:**<br>1. PC and workstation | 0 | | | | 0 |
| TOTAL CAPITAL OUTLAY: | 0 | | | | 0 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 175,800 | | | | 175,800 |

**Supports institution/agency and Board strategic plans:**

**Supports Idaho State Board of Education 2012-2016 Strategic Plan**

Goal 1: A Well Educated Citizenry

Objective B: Higher Educational Attainment **–** Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.
Performance Measures:
• High School Graduation rate as defined in the Accountability Workbook.
Benchmark: 90%

Goal 2: Critical Thinking and Innovation

Objective C: Quality Instruction – Increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

Performance Measures:
Percent of student meeting proficient or advance placement on the Idaho Standards Achievement Test.
Benchmark: 100% for both 5th and 10th Grade students in Reading, Mathematics, Language, and Science subject areas.

**Narrative Support:**

The i-STEM proposal supports Goal 1, Objective B by developing a highly qualified STEM workforce through teacher education preparation and in-service teacher professional development workshops, seminars, summer institutes, and activities. These opportunities strengthen curriculum development, pedagogical knowledge, and instructional delivery.

The i-STEM proposal supports Goal 2, Objective C by addressing the need of the State to develop, recruit, and retain highly qualified teachers in STEM subjects

The i-STEM proposal supports fostering relations between CSI and Region IV and State constituents to develop, promote, and foster STEM education, teacher professional development, and workforce training through collaborative efforts and opportunities

**CSI Strategic Plan 2008-2012:**

Strategic Initiative 1**:** Responsiveness to the diverse and changing needs of our students and the communities we serve.

Goal 1.1: Access to CSI programs, resources, and services by providing convenient, affordable, and equitable access to STEM programs, services, and resources for both in-service teachers and STEM students

Goal 1.2**:** Strategic Marketing by meeting the diverse and changing needs and expectations of students, school districts, industry, and community in STEM education and related activities.

Strategic Initiative 2: Commitment to learning and the success of our students, employees, and institution.
Goal 2.1: Demonstrate a continued commitment to, and shared responsibility for, student learning and success

**Narrative Support:**

The i-STEM proposal supports CSI Strategic Initiative 1, Goals 1.1 and 1.2 by preparing k-14 students and thus developing a highly qualified STEM workforce through teacher education preparation and in-service teacher professional development workshops, seminars, summer institutes, and activities.

**CSI Performance Measures*:***

1. Increase the number of students entering in STEM education and utilizing STEM resources:
    a. Develop a dual credit stem academy by 2013
    a. Develop a CSI STEM club by 2012
    b. Increase the number of CSI pre-service teachers (majors) in STEM fields by 10%
    c. Develop a CSI STEM resource room by 2012
2. Improve student engagement in STEM subjects:
    a. Offer at least one regional STEM fair, competition, camp, activity, and organization geared towards elementary and dual credit students. Examples include a STEM strand for "I'm Going to College" for 6th graders, "Girls in Technology," "Science Camp," and a dual credit STEM fair, a dual credit STEM club.
3. Increase in-service teachers participating in STEM-related activities:
    a. Develop a STEM team in each school district in Region IV (22 districts) that actively participates in a Region IV STEM activity, institute, or program by 2013.
4. Increase the number of highly qualified teachers to meet the demand in STEM subjects:
    a. Maintain and increase professional development opportunities in STEM education--ongoing
5. Identify and respond to the specific STEM needs of external constituents:
    *a.* Develop an advisory committee that includes members from CSI, k-12, university, industry, and employment organizations.

## Description:

CSI is dedicated to STEM (Science, Technology, Engineering, Math) education. By providing a STEM Coordinator, faculty person, administrative support and operating expenditures, CSI can develop, organize, and offer ongoing activities and initiatives that promote STEM education in Idaho. Funding this request will provide CSI with the resources to develop a highly qualified STEM workforce through teacher education which involve inservice teacher development workshops, seminars, summer institutes and other support activities. These opportunities will strengthen curriculum development, pedagogical knowledge and instructional delivery. This program will also assist the State of Idaho in developing, recruiting and retaining highly qualified teachers in STEM subjects.

Although there are various activities and efforts between INL, public schools, private grants and higher education to concerning getting students to pursue degrees in Science,

Technology, Engineering and Math, there is no coordinated effort in Region IV. This decision unit will provide staffing to provide not only coordination but support for teachers in these subjects. The programs have to begin in k-12 and progress through high school and into college.

Our goal is to demonstrate an unwavering commitment to, and shared responsibility for, STEM education by engaging k-14 students in STEM activities, preparing and developing pre- and in-service teachers in STEM education, and addressing the needs of industry in STEM fields. We feel this can only happen by having a coordinated, comprehensive approach that involves administration, instructional support and clerical support.

Through this decision unit, we ensure that our children will gain the knowledge, skills, perspectives, and confidence to be successful in a global society and economy that is becoming increasingly dependent upon STEM fields.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   CSI is requesting a full-time STEM coordinator (1FTE), a faculty person (1FTE) and office support personnel (1FTE) to develop, coordinate, and implement STEM activities and education on the CSI campus and throughout Region IV. This will enhance, develop, and promote excellence in STEM education and thus Idaho's future in STEM related fields.

   CSI has conducted STEM activities on a limited basis with a part time instructor involved in bringing local school children to campus. These activities will continue with additional support from this decision unit. There is not funding in our base for STEM activities.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      1 FTE STEM Coordinator: $45,000.00 (salary) $19,000 (benefits)

      1 FTE STEM Faculty: $39,000 (salary) $17,800

      1 FTE STEM Office Specialist: $22,000.00 (salary) $14,000.00 (benefits)

      Anticipated date of hire: July 1, 2012

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      All three positions will be new positions. The STEM Coordinator position will release concerted efforts and time for existing employees, allowing current employees to focus and funnel STEM-related activities and current duties.

   c. List any additional operating funds and capital items needed.

      Operating Expenditures:

      - Travel: $6,000.00 (monies for STEM conferences/workshops, state and regional activities, i-STEM Summer Institute, and school districts and external constituents support.)
      - Office Supplies: $3,000.00 (monies for printing and duplicating, marketing, and promotion of STEM.)

- Instructional Supplies: $10,000.00 (monies for instructional resources related to STEM development, enhancement, and support.)

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   The funding source for this project will be the General Fund. We will utilize these positions to assist in getting more funding into STEM programs through grants, donations and in-kind services

   Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   The primary benefactors of this project will be students. Additionally, k-12 teachers will receive training and support in delivering STEM activities. This request serves and greatly affects STEM in Region IV and the State, specifically CSI, k-16, SBOE, and industry.

4. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: College of Southern Idaho** | Agency No.: | FY 2013 Request
FUNCTION: General Education | Function No.: | Page ___ of __ Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.03** Title: **Graduation Rate Improvement** Priority Ranking 3 of 3

| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | 2.00 | | | | 1.0 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | 67,000 | | | | 67,000 |
| 2. Benefits | 33,100 | | | | 33,100 |
| 3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | 100,100 | | | | 100,100 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1.Travel | 5,000 | | | | 5,000 |
| 2.Office Supplies & Postage | 1,000 | | | | 1,000 |
| TOTAL OPERATING EXPENDITURES: | 6,000 | | | | 6,000 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. PC and workstation | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 106,100 | | | | 106,100 |

**Supports Idaho State Board of Education 2012-2016 Strategic plan:**

Goal 1: A Well Educated Citizenry
Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Goal 3: Effective and Efficient Delivery Systems – Ensure educational resources are used efficiently.
Objective A: Cost Effective and Fiscally Prudent – Increased productivity and cost-effectiveness.

**Narrative Support:**

The Graduation Rate Improvement proposal supports the SBOE strategic plan Goal 1, Objective B by focusing on systems that will encourage students to work towards a degree or certificate and stay on the proper educational track. The proposal also supports Goal 3 Objective A in that the efficiency of class offerings is increased as students work directly towards graduation.

**SBOE Performance Measures:**

Percent of Idahoans (ages 25-34) who have a college degree or certificate.
Benchmark: 60% by 2020
Percent of first-year freshmen returning for second year.
Benchmark: 60%

**CSI Strategic Plan 2008-2012**

Strategic Initiative I: Responsiveness to the needs of our stakeholders.

Goal 2: Meet the diverse and changing needs and expectations of our students and the communities we serve.

Strategic Initiative II: Commitment to learning and the success of our students, employees, and institution.

Goal 3: Demonstrate a continued commitment to, and shared responsibility for, student learning and success.

Strategic Initiative III: Performance and Accountability

Goal 6: Maintain a culture of planning, assessment, and continuous improvement.

Goal 7: Demonstrate responsible stewardship and accountability.

**Narrative Support:**

The Graduation Rate Improvement proposal is a critical part in meeting CSI's strategic initiatives as listed above. We can no longer provide just access but must focus on graduation and certification. Students who are not on a well defined path to graduation or certification will not be eligible for financial aid or scholarships. This will prevent many of them from attending college. This proposal will help us develop systems to keep students in college on a graduation track that will result in increased completion rates.

**CSI Performance Measures*:***

Retention

- Increase the percentage of first-time full-time students who return to CSI to continue their studies the following fall from 54% to 60% within five years.
- Increase the percentage of first-time part-time students who return to CSI to continue their studies the following fall from 37% to 43% within five years.

Graduation

- Increase the percentage of first-time full-time students who graduate within 150% of "normal time" to completion for their program from 18% to 25% by 2015.

Transfer

- Increase the percentage of first-time full-time students who transfer within 150% of "normal time" to completion for their program from 14% to 20% by 2015.

**Description:**

The College of Southern Idaho recognizes that focus has been shifting more and more from mere access to higher education to retention and student success: graduating with degrees or certificates that help students secure gainful employment. The U.S. Department of Education, accrediting agencies, the Idaho State Board of Education, state and federal legislators, funding agencies, tax-payers and other constituents are calling for accountability and measurable outcomes. Funding agencies, including private foundations, are also focusing more and more on data and student success.

The Commission on Access, Admissions and Success in Higher Education, formed by the College Board, identified solutions to increase the number of students who graduate from college and are prepared to succeed in the 21st century. The Commission established 10 interdependent recommendations to reach its goal of ensuring that at least 55 percent of Americans hold a postsecondary degree by 2025.

The Commission recommended that the nation increase the number of 24- to 34-year olds who hold an associate degree or higher to 55 percent by the year 2025 in order to make America the leader in educational attainment in the world.

CSI is fully committed to do its part in ensuring the future competitiveness of our students, state, and nation.

The Retention and Graduation Specialist and Student Services Specialist will work collaboratively to develop, implement, document, and provide training on the systems, tools, resources, processes, and procedures designed to assist degree-seeking students in meeting or exceeding Standards of Satisfactory Academic Progress (SAP) and to facilitate retention and timely graduation. The two proposed staff members will work closely with the Advising Center, Financial Aid Office, Admissions and Records Office, faculty advisors, Advising Committee, Institutional Research, Information Technology Services (ITS), Instructional Technology Center (ITC), department chairs, faculty, and other constituents to improve graduation rates at CSI.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for a full-time Retention and Graduation Specialist and a Student Service Specialist to develop systems, analyze data, and work with advisors, faculty, and students to increase retention and degree and certification completion rates. Improving graduation rates is a strategic initiative for both CSI and SBOE. Furthermore, tax payers, legislators, U.S. Department of Education, and funding agencies are all asking for improved students success and higher completion rates. Higher education attainment is critical to the future competitiveness of our students, institution, state, and nation. CSI will be implementing new Satisfactory Academic Progress (SAP) standards and policy. These standards are geared towards helping students focus on retention and graduation.

Currently students are advised by professional advising staff and faculty concerning requirements for degrees/certificates. The current system is geared towards getting students in the right classes for the right majors. Students change majors, take jobs, end up with a number of unnecessary credits or within a few credits of being able to graduate. There is not a single point of contact and students currently do not have adequate support to help them meet or exceed standards of Satisfactory Academic Progress and ensure that they are making progress towards in their programs, and that they graduate in a timely fashion with a certificate or degree.

There is not currently staffing for this particular activity.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service

      1 FTE - Retention & Graduation Specialist - $40,000 salary, Benefits of $18,000, Anticipated Hire Date – July 1, 2012

      1 FTE - Student Service Specialist - $27,000, Benefits of $15,100, Anticipated Hire Date- July 1, 2012

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      The Retention and Graduation Specialist and Student Services Specialist will work closely with existing staff from the Advising Center, Financial Aid Office, Admissions and Records Office, faculty advisors, Advising Committee, Institutional Research, Information Technology Services (ITS), Instructional Technology Center (ITC), department chairs, faculty, and students.

      The addition of staff dedicated specifically to implementing CSI's graduation initiative will help CSI understand and remove barriers to graduation, increase students' understanding of graduation requirements and SAP standards, and will ultimately help students graduate in a timely fashion.

      Existing operations will be modified to emphasize completion from the first contact with the prospective student though completion of their educational program.

   c. List any additional operating funds and capital items needed.

      Operational funding needed is approximately $5,000 for travel and $1,000 for office supplies and postage. These will be ongoing operational expenses.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   We anticipate the salaries and operational costs to be paid for by our General Fund appropriation.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   This request directly serves students. The emphasis has changed from access to completion. New federal financial aid regulations require student academic progress towards graduation or certification. In order to retain students, help them graduate in a timely fashion, prepare them for gainful employment while meeting the needs of employers, we must change the way we advise students and create a culture of program completion.

   If this request is not funded, we will continue to try to increase completion rates with existing staff. However, due to increased enrollment over the last few years, we are advising several hundred more students with the same number of advising staff, which does not leave time to carefully analyze data and develop systems, resources, and tools necessary to significantly impact graduation rates. Due to new student academic progress requirements and the sheer number of students advisors and faculty have to see, it will be difficult to make a significant impact without a new position to lead this effort. Students will be impacted as will the institution if completion rates are not improved. Improved graduation rates also benefit our state and nation.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   Our first priority over the last three years has been occupancy costs for the Health Science and Human Services Building. Last year we requested funding for nursing positions (coming off of federal grants) which was not approved. We have since had to fund these positions with institutional dollars.

   Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: North Idaho College** | Agency No.: | FY 2013 Request
FUNCTION: Education | Function No.: 02 | Page ___ of __ Pages
ACTIVITY: Academic Initiatives | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01** Title: **Partnerships with Region One School Districts** Priority Ranking 1 of 3

| DESCRIPTION | General | Dedicated | Federal | Other | Total |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | 1.5 | | | | 1.5 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | 45,000 | | | | 45,000 |
| 2. Benefits | 6,800 | | | | 6,800 |
| 3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | 51,800 | | | | 51,800 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Contract Services | 23,000 | | | | 23,000 |
| 2. Instructional Supplies | 25,000 | | | | 25,000 |
| TOTAL OPERATING EXPENDITURES: | 48,000 | | | | 48,000 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 99,800 | | | | 99,800 |

## Supports institution/agency and Board strategic plans:

Supports NIC Strategic Plan Goal to Improve and expand educational opportunites, programs and courses for the student population and community.

Supports SBOE Goal 1 - A Well-Educated citizenry. Objective B - Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

## Performance Measures:

Percent of high school students enrolled and number of credits earned in (tied to HS enrollment, based on trend):

Narrative Support:

The Partnerships with Region One School District supports both the State Board and NIC's strategic goals of expanding educational opportunities and increasing the level of education in our state. This proposed program will facilitate high school students through their transition into higher education through dual credit courses and a bridge program to improve success for those who test into developmental classes at NIC.

**Description:**

*The goals of this program would be to:*

1. *Increase the number of NIC dual credit classes taught in the region's high schools.*
2. *Facilitate discussion between NIC instructors of Math and English and district instructors*
3. *Share curriculum of NIC developmental courses*
4. *COMPASS testing of region's juniors and seniors with related advising for better course selection and placement*
5. *Summer bridge program to assist high school graduated that test into developmental classes at NIC (with related tutoring and advising)*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
    a. NIC is requesting funds to strengthen partnerships with the region's high schools with regard to dual credit programs. This will be done by offering more dual credit courses in the high school, and improving placement of high school students into college level courses. These funds will also be used to bridge the transition into NIC for those high school graduates that test into developmental classes.
2. What resources are necessary to implement this request?
    a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
        i. .5 FTE Instructor: $20,000 (salary-adjunct instructors),$3,000 benefits
        ii. .5 FTE Advisor: $15,000 (Part Time advisors), $2,250 benefits
        iii. .5 FTE Tutors: $10,000 (Part Time Tutors), $1,500 benefits
    b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
        i. This program will depend upon the assistance of the Dual Credit Coordinator and existing advisors and faculty to get the program established.
    c. List any additional operating funds and capital items needed.
        i. $23,000 for additional dual credit offerings in the high schools
        ii. $7,000 for additional testing seats to offer COMPASS test to high school juniors and seniors
        iii. $2,000 for office supplies and meeting costs
        iv. $10,000 for Summer Bridge texts and other instructional materials.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.)

    a. The funding source for this project would be General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

    a. The dual credit students and students transitioning from the high schools at a developmental level will benefit from this request. The students will have more dual credit offerings available. The improved coordination between NIC and the high schools with regard to advising and transition will improve the success of the students as they transition.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

    Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: North Idaho College** | Agency No.: | FY 2013 Request
FUNCTION: Education | Function No.: 02 | Page ___ of __ Pages
ACTIVITY: Academic Initiatives | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02** Title: **Physical Therapist Assistant Program** Priority Ranking 2 of 3

| DESCRIPTION | General | Dedicated | Federal | Other | Total |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | 1.5 | | | | 1.5 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | 85,000 | | | | 85,000 |
| 2. Benefits | 25,500 | | | | 25,500 |
| 3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | 110,500 | | | | 110,500 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Travel | 500 | | | | 500 |
| 2. Staff Development | 2,000 | | | | 2,000 |
| 3. Supplies | 5,000 | | | | 5,000 |
| 4. Maintenance/Repair | 14,000 | | | | 14,000 |
| 5. Other | 5,200 | | | | 5,200 |
| TOTAL OPERATING EXPENDITURES: | 26,700 | | | | 26,700 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. Renovation of Space | 77,800 | | | | 77,800 |
| 2. Therapy Stations | 25,000 | | | | 25,000 |
| 3. Various Equipment | 10,000 | | | | 10,000 |
| TOTAL CAPITAL OUTLAY: | 112,800 | | | | 112,800 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 250,000 | | | | 250,000 |

## Supports institution/agency and Board strategic plans:

Supports NIC Strategic Plan Goal to Improve and expand educational opportunities, programs and courses for the student population and community.

Supports SBOE Goal 1 - A Well-Educated citizenry. Objective D - **Transition –** Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

Narrative Support:

Research indicates there is a strong demand for Physical Therapy Assistants and employment opportunities appear far more abundant than that expected for hygienists and dental assistants. The Rural Health Consortium has expressed interest in supporting NIC's efforts to start a PTA program and may be willing to assist the college in several ways (personnel, equipment, etc.).

Initial start up costs for a Physical Therapist Assistant program would be approximately $250,000 to cover personnel and equipment.

Under the plan to begin a Physical Therapist Assistant program, our goal is that North Idaho College would act as the lead agency/program for a three college consortium with the College of Southern Idaho and the College of Western Idaho. NIC would employ the lead instructor/director of the program. This lead instructor would instruct from Coeur d'Alene, but deliver via IVC or the internet to CSI and CWI. In the second year of the program, our goal is that NIC, CSI and CWI would each hire clinical coordinators to work with program students within their home areas and in local clinic sites.

Under this approach, there would essentially be one program (and therefore one accreditation process) delivered in three sites. The colleges would share the costs of running the program and the burden of completing the rigorous accreditation process. The state would also benefit from the increase employment pool of well trained candidates..

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
    a. Initial start up costs for a Physical Therapist Assistant program including approximately $250,000 to cover personnel and equipment. The staffing would be 1.5 FTE staff, including a program coordinator and administrative support.
2. What resources are necessary to implement this request?
    a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
    b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
    c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.)
    a. The funding source for this project would be General Funds.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: North Idaho College** | Agency No.: | FY 2013 Request
FUNCTION: Education | Function No.: 02 | Page ___ of __ Pages
ACTIVITY: Student Support Initiative | Activity No.: | Original Submission _X_ or Revision No. ___

| A: Decision Unit No: **12.03** | Title: **One Stop Shopping** | | | | Priority Ranking 3 of 3 |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 0.00 | | | | |
| PERSONNEL COSTS:<br>1. Salaries<br>2. Benefits<br>3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | | | | | |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| TOTAL OPERATING EXPENDITURES: | | | | | |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. Remodel Costs | 508,700 | | | | 508,700 |
| 2. Workstations | 10,000 | | | | 10,000 |
| 3. Carpeting and IT infrastructure | 10,000 | | | | 10,000 |
| TOTAL CAPITAL OUTLAY: | 528,700 | | | | 528,700 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 528,700 | | | | 528,700 |

**Supports institution/agency and Board strategic plans:**

**GOAL 3: Effective and Efficient Delivery Systems –** *Ensure educational resources are used efficiently.*

**Objective C: Administrative Efficiencies –** Create cross institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.

**Performance Measures:** Number of collaborative projects and amount of cost savings.

Narrative Support:

The One Stop proposal supports Goal 3, Objective C by consolidating various offices in the student support areas. The offices in the proposal are currently separate offices within either the same or different buildings. This leads to both staff and students being required to travel

between offices, sometimes multiple times, to get an issue resolved. The consolidation of all the functions in one building and in some cases, one office will allow for stronger collaboration between functions and save in lost staff time.

**Description:**

*One-Stop Shopping*

*The goal of one-stop shopping is to have a large portion of student services in one specific area to better serve students on the North Idaho College campus. Currently, the Registrar, Admissions, Student Accounts and Financial Aid are all in one specific location. The goal is to add additional departments to the building. These departments include advising, testing and dual credit. In order for this to occur, the following would need to happen:*

*1. Remodel of east end of the first floor of Lee-Kildow. This would include taking a portion of the resource management office and the hallway and combining Admissions and Registrar. This would create one large office for student to walk in at the hallway from both sides and receive service.*

*2. Financial Aid and Student Accounts would stay in the same location*

*3. Move dual credit and testing into the space where College Skills is currently located, with additional offices and classrooms available for future use within the one stop shopping*

*4. A remodel to combine Institutional Effectiveness and Admissions to create enough room for the advising office.*

*5. The new offices would need IT outlets and plugs-ins installed for new office areas, especially for the new Admissions and Registrar offices that would take over a portion of the hallway.*

*This would be a large project, but would help with the overall efficiency for student service.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
    a. NIC is requesting funds to remodel an existing building in order to co-locate all the student support activities related to enrollment. There is no new additional staff being requested.
2. What resources are necessary to implement this request?
    a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
        i. n/a
    b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
        i. n/a

c. List any additional operating funds and capital items needed.

i. Remodeling costs estimated at $30 per square foot for a 16,995 sq foot existing area. This will allow for the consolidation of offices of the Registrar and Admissions as well as the relocation of the Advising services into the same building as all other enrollment services.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.)

a. The funding source for this project would be General Funds, one-time..

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

a. Students as well as staff will benefit from this request. Students would be able to complete their enrollment from admissions, advising, testing, enrollment, financial aid and payment of tuition all in one centralized location.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Community Colleges**
FUNCTION: College of Western Idaho

ACTIVITY: Strategic Initiative - Academic Support

Agency No.: 507
Function No.: 07
Activity No.:

FY 2013 Request
Page ___ of __ Pages
Original Submission _X_ or
Revision No. ___

| A: Decision Unit No: **12.02** | Title: **Nursing Staff Funding** | | | Priority Ranking 2 | |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 3.00 | | | | 3.00 |
| PERSONNEL COSTS:<br>1. Salaries<br>2. Benefits<br>3. Group Position Funding | <br>$ 156,000<br>$ 55,500 | | | | <br>$ 156,000<br>$ 55,500 |
| TOTAL PERSONNEL COSTS: | $ 211,500 | | | | $ 211,500 |
| OPERATING EXPENDITURES **by summary object:**<br>1. Operating expenses | $ 10,000 | | | | $ 10,000 |
| TOTAL OPERATING EXPENDITURES: | $ 10,000 | | | | $ 10,000 |
| CAPITAL OUTLAY **by summary object:**<br>1. | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | $ 221,500 | | | | $ 221,500 |

## Supports institution/agency and Board strategic plans:

College of Western Idaho Strategic Plan 2012 – 2016

**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.

**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;

Idaho State Board of Education 2012-2016 Strategic Plan

**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.*

**Objective C: Quality Instruction –** Increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

**GOAL 3: Effective and Efficient Delivery Systems –** *Ensure educational resources are used efficiently.*

**Objective A: Cost Effective and Fiscally Prudent –** Increased productivity and cost-effectiveness.

## Description:

CWI's (previously Boise State University/Selland College) nursing faculty and staff has been funded from State Division of Professional Technical Education (SDPTE) state allocated funds. The SDPTE has directed CWI to begin a 3-year transition from PTE allocated funds to CWI general education funds. This will require CWI to direct existing resources to the nursing program, taxing an already tight operating budget in light of explosive enrollment overall.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CWI requests this partial funding for the move of our existing PTE nursing program to general education because of the AS requirement for nursing degrees. CWI and its Trustees have put emphasis on health related programs in general and Registered Nursing in particular due to the

need in Idaho for health professionals. The shift from PTE to Gen Ed will put a burden on CWI's ability to expand into additional AS and AA programs such as agriculture and pharmacy technology. Funding of nursing will permit CWI to expand into other programs that will have equal importance to the region, but are not PTE related programming.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      Three positions are involved: 2 nursing faculty (total salary and benefits $ 158,100) and one academic advising position (salary and benefits $ 53,400). The nursing faculty have 9.5 month appointments and the academic advising position is a 12 month employee. All three positions receive benefits. All three positions are current employees of CWI.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      As noted above, all three positions are currently employed by CWI. Existing operations will continue as planned. If additional state funding was approved, CWI resources would be freed up to assist with accommodating rapid enrollment growth.

   c. List any additional operating funds and capital items needed.

      Because the transition from PTE funding to General Funding will take 3 years, it is anticipated that CWI will request small amounts of Operating Expenditure and Capital Outlay items in future years.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

   .All funds requested are state General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Nursing students at CWI will be directly served by these positions. CWI general education students will be indirectly served if state funds are directed to this purpose instead of having CWI operating funds used.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

When the FY 2012 state budget request was prepared in May, 2010, the State Division of PTE had not identified the need for a transition from PTE to general education funds for PTE nursing staff.

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**AGENCY: Community Colleges**
FUNCTION: College of Western Idaho

ACTIVITY: Strategic Initiative - Student Support

Agency No.: 507
Function No.: 07
Activity No.:

FY 2012 Request
Page ___ of __ Pages
Original Submission _X_ or
Revision No. ___

| A: Decision Unit No: **12.03** | Title: **Virtual One-Stop Student Services** | | | Priority Ranking 3 | |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 2.00 | | | | 2.00 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | $ 70,000 | | | | $ 70,000 |
| 2. Benefits | $ 29,500 | | | | $ 29,500 |
| 3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | $ 99,500 | | | | $ 99,500 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Operating expenses - misc | $ 15,900 | | | | $ 15,900 |
| 2. Operating expenses – call center technology upgrades | $ 80,000 | | | | $ 80,00 |
| TOTAL OPERATING EXPENDITURES: | $ 95,900 | | | | $ 95,900 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | $ 195,400 | | | | $ 195,400 |

## Supports institution/agency and Board strategic plans:

College of Western Idaho Strategic Plan 2012 – 2016

**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.

**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**

2. Make excellence in instruction and customer service a college priority through resource allocation, evaluations, and needed support and training.

**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.

Idaho State Board of Education 2012-2016 Strategic Plan

**GOAL 1: A WELL EDUCATED CITIZENRY**
*The educational system will provide opportunities for individual advancement.*

**Objective A: Access -** Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

**Objective B: Higher Level of Educational Attainment –** Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

**Objective C: Adult learner Re-Integration –** Improve the processes and increase the options for re-integration of adult learners into the education system.

**GOAL 3: Effective and Efficient Delivery Systems –** *Ensure educational resources are used efficiently.*

**Objective C: Administrative Efficiencies –** Create cross institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.

## Description:

The College of Western Idaho provides a variety of traditionally stand-alone, student-related services within a single One-Stop environment. Enrollment, registrar, financial aid, etc., services are provided in a comprehensive fashion to students in person. With the significant growth of online students, CWI must also provide these services in an online manner.

Expand and improve CWI's ability to deliver Student Support Services and Enrollment assistance to individuals who are exploring educational or career training programs available through CWI. Support enrolled students in solving issues related to financial aid, registration and program advising, obtaining information related to all areas of student life, and career services for both "bricks and mortar" and online students. This concept is currently supported using separate applications of "call center" technology, email response systems and WEB-based contact procedures. CWI anticipates developing a common technology platform that will support "call center" functions, WEB and Portal-based communications procedures and "live chat."

All of the CWI One-Stop Centers focus upon the following key functions/objectives:

- Integrating the Intake Functions for all CWI offerings (ABE, Non-credit (CWD & Community Ed) and Credit (Course and program enrollment)) and increase participation in online learning opportunities.
- Blending outreach, admissions, financial aid, registrar, and academic & career advising services to meet the needs of our students.
- Adapting the Customer Service Center Approach as our "Best Practices Model."
- Blending on-line or e-functions, call-in/call-out services, multiple campus-based customer service centers, one-stop centers apply call center methodologies, site-based service centers and e-technologies to provide strong, seamless student services.
- A system that provides one door to all of CWI's learning opportunities (ABE, Non-credit and Credit offerings).

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   CWI requests two Enrollment and Student Support Specialist positions, related operating expenses and a technology upgrade for the One-Stop call center. As of June 1, 2011, CWI has 18 Specialists on staff.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      Enrollment and Student Support Specialist, full-time, benefit eligible. Anticipated hire date July 1, 2012. Current salary $24,000 (minimum), $30,000 (midpoint).

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      Existing one-stop staff are dynamically assigned to face-to-face vs. online support. Adding additional staff for online support, with technology upgrades, will enhance the advising process.

c. List any additional operating funds and capital items needed.

None

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

   All funds requested are state General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   All potential and current CWI students will be served by enhancing the virtual one-stop student services process. As CWI continues to experience explosive enrollment growth without substantial funding increases, adding additional staff for traditional face-to-face advising is not feasible.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.
   N/A

**AGENCY: Division of Professional-Technical Ed** Agency No.: 503 FY 2013 Request
FUNCTION: Postsecondary Programs Function No.: 03 Page ___ of __ Pages
ACTIVITY: Activity No.: Original Submission _X_ or Revision No. ___

| A: Decision Unit No: **12.01** | Title: **Instructional Equipment** | | | | Priority Ranking 1 of 1 |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 0.00 | | | | 0.00 |
| PERSONNEL COSTS:<br>1. Salaries<br>2. Benefits<br>3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | 0 | | | | 0 |
| OPERATING EXPENDITURES **by summary object:**<br>1. Travel | | | | | |
| TOTAL OPERATING EXPENDITURES: | 0 | | | | 0 |
| CAPITAL OUTLAY **by summary object:**<br>1. PC and workstation | | | | | |
| TOTAL CAPITAL OUTLAY: | 800,000 | | | | 800,000 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 800,000 | | | | 800,000 |

## Supports institution/agency and Board strategic plans:

Goal II - Critical Thinking and Innovation

Objective C - Quality Instruction

*Performance Measure*

Ensure that professional-technical education programs meet industry standards and employer expectations.

**Description:**
This request addresses ongoing requirements to provide instructional equipment for PTE programs. Up-to date equipment in technical college labs helps ensure that PTE programs meet industry standards and employers' expectations.

Distribution will be as follows:

| | |
|---|---|
| CSI | $128,800 |
| CWI | $153,600 |
| EITC | $113,400 |
| ISU | $222,600 |
| LCSC | $ 87,600 |
| NIC | $ 94,000 |

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   This request for instructional equipment is submitted in an effort to sustain the quality training that is needed by PTE program completers in order to compete for jobs. Recent budget reductions have eliminated instructional equipment from institutional operating budgets. The amount requested is approximately 50% of the FY08 system operating budget. Funds will be distributed based on an institution's relative FY 2012 instructional base.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. N/A
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. N/A
   c. List any additional operating funds and capital items needed. N/A

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

a. Students enrolled in postsecondary professional-technical education programs
b. Equipment will be updated to reflect current and evolving industry standards and expectations.
c. Postsecondary technical college students enrolled in PTE programs; therefore, quality of PTE programs would not meet employer expectations.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   There were no Line Item requests in the prior year

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Health Programs** Agency No.: 515 FY 2013 Request
FUNCTION: WWAMI Function No.: 02 Page 1 of 4 Pages
ACTIVITY: Activity No.: Original Submission _X_ or Revision No. ___

| A: Decision Unit No: **12.01** | Title: **GME Office** | | | | Priority Ranking 1 of 1 |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 0.50 | | | | 0.50 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | 65,000 | | | | 65,000 |
| 2. Benefits | 18,000 | | | | 18,000 |
| 3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | 83,000 | | | | 83,000 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Operating Expenses | 7,000 | | | | 7,000 |
| 2. Travel | 6,000 | | | | 6,000 |
| 3. IT | 4,000 | | | | 4,000 |
| TOTAL OPERATING EXPENDITURES: | 17,000 | | | | 17,000 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 100,000 | | | | 100,000 |

## How is this request connected to institution/agency and Board strategic plans:

Goal II.6. Access: Increase student access to relevant medical education programs (e.g., medical residents and physicians)

This is a request for an addition to an existing agency contract, the Idaho WWAMI Medical Program, to develop an Office of Graduate Medical Education (GME), to be located at the UI Boise Center. This office would be a collaborative expansion of the Idaho State Board of Education's contract with the University of Washington School of Medicine's WWAMI Program and its state partner, the University of Idaho. The Idaho WWAMI GME Office would bring a single-point, in-state focus to supporting and expanding GME in Idaho, through work with existing GME (medical residency) programs and through facilitation and support of the development of new GME programs in Idaho.

The Idaho WWAMI GME Office would work to increase access to medical education in Idaho at the graduate or residency level, both in existing residency programs (family medicine, internal medicine, psychiatry) and through the development of new residency programs at regional medical centers in Idaho. Several study groups have concluded that increasing the number of resident physicians in training in Idaho is the fastest way to increase the physician workforce in our state, particularly for primary care physicians. Medical residents who complete their training as physicians in Idaho are more likely to identify opportunities for continuing medical practice in Idaho, once their training is complete.

In addition, this GME office and staff could provide coordination and reporting for all non-university or community-based residency (GME) programs that receive Board of Education funding in Idaho. Currently, three of the four Idaho residency programs are non-university or community-based programs, and that number is expected to increase throughout the state.

**Performance Measure:** Number of medical resident physicians in Idaho GME programs per 100K of Idaho's population.

**Benchmark:** Number of medical resident physicians in Idaho GME programs (per 100K of Idaho's general population) will increase each year until favorable with other states in the Northwest.

**Description:**
Expanding medical residency training (GME) in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). But nowhere in Idaho is there a central office charged with managing and coordinating this support, funding, expansion, and development. The current four residency programs in Idaho (2 Family Medicine, 1 Internal Medicine, 1 Psychiatry) are all affiliated with or part of the UW School of Medicine WWAMI network of residency programs, but function independently from one another. While maintaining each program's independence, the Idaho WWAMI GME Office would identify ways to support increased educational activities, funding, recruitment, collaboration, and expansion among existing GME programs, as well as work to identify, support, and assist in the development of new GME sites and programs in Idaho. The office would be located centrally at the UI Boise Center, in proximity to three of the existing GME programs in Idaho, and near the offices of the Idaho Medical Association, the Idaho Hospital Association, and the State Board of Education.

The Idaho WWAMI GME Office would be staffed by a part-time physician-director (.25 FTE) and a part-time executive assistant (.25 FTE). The physician director would also be a licensed physician in Idaho with prior GME faculty experience. The executive staff member would likely be a shared position with the WWAMI Clinical Medical Education Office at the UI Boise Center. Both positions would be benefit-eligible either through UI or their other shared employer. Operating expenses include the costs of maintaining and operating an office, travel to support, assess, and coordinate GME program activities across Idaho and with affiliated accredited programs, and IT (information technology) costs for computer technology and video conferencing. There are no anticipated capital costs. This is an ongoing request for annual funding, as part of an expanded WWAMI contract. The time required for the physician-director and executive assistant are anticipated to increase to at least 0.5 FTE as the number of GME programs in Idaho expand in the future.

The Idaho WWAMI GME Office is an addition to an existing agency and state contract (WWAMI). It will not be a degree or certificate granting unit. The academic programs that this office will work with will maintain their own accreditations, as either a LCME-accredited medical school or ACGME-accredited residency program. This office will also participate in supporting the process of accreditation for any newly developed GME programs in Idaho.

There is no similar office to coordinate development, expansion, and funding of GME throughout Idaho. As Idaho's responsibility center for regional, contracted medical education over the past 40 years, the Idaho WWAMI Medical Education Program is strategically positioned to take on coordination of Graduate Medical Education support, development, and expansion throughout the State. As Idaho's needs expand, so should the WWAMI Program partnership in Idaho. Developing an Idaho WWAMI GME Office at UI Boise is a logical next step toward the established recommendations of the State Board of Education and multiple groups that have spent many hours studying and planning for Idaho's medical needs and future.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The number of medical residency programs in Idaho is growing (4 currently; another under development). There exists no coordinating office to strategically plan residency development in Idaho. This office would take on that role, assisting the Board with planning and funding decisions in the future.

2. What resources are necessary to implement this request?

   a. List by position: The Idaho WWAMI GME Office would be staffed initially by a part-time physician-director (.25 FTE; $50K) and a part-time executive assistant (.25 FTE; $15K).
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. These positions might be shared with other duties within the WWAMI Boise office.
   c. List any additional operating funds and capital items needed. Operating expenses include the costs of maintaining and operating an office, travel to support, assess, and coordinate GME program activities across Idaho and with affiliated accredited programs, and IT (information technology) costs for computer technology and video conferencing. There are no anticipated capital costs. Operating funds asked for total $17K (see page 1).

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (see table on page 1).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? Idaho workforce needs and the public are being served by this request to strategically plan for the training of physicians in Idaho residency programs. Having one coordinating office for these services will also assist the State Board of Education in efficient use of their time and resources.

Without funding, all Idaho medical residencies will develop independently and approach the Board with independent requests for funding.

If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first. This request was submitted to the Board in the previous year, initially approved, and then withdrawn from submission for funding, due to the economic forecast in Idaho.

**AGENCY: Boise Internal Medicine** | Agency No.: | FY 2013 Request
FUNCTION: Curriculum Support | Function No.: | Page 1 of 2 Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

| A: Decision Unit No: **12.01** | Title: **Boise Internal Medicine** | | | Priority Ranking 1 of 1 | |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | | | | | |
| PERSONNEL COSTS:<br>1. Salaries<br>2. Benefits<br>3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | | | | | |
| OPERATING EXPENDITURES **by summary object:**<br>1. Curriculum Support | 216,000 | | | | 216,000 |
| TOTAL OPERATING EXPENDITURES: | 216,000 | | | | 216,000 |
| CAPITAL OUTLAY **by summary object:**<br>1. PC and workstation | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 216,000 | | | | 216,000 |

**Supports institution/agency and Board strategic plans:**

**Goal 1, Objective D:** *Improve the ability of the educational system to meet educational needs and allow efficient and effective transition into the workforce.*

This is a request for vital curriculum support of the Boise Internal Medicine (BIM) residency program to allow training at rural and underserved sites in Idaho. BIM is a newly expanded three-year internal medicine residency of the University of Washington that is in a critical period of development. The formative years of a new program are crucial in establishing our reputation and focus.

Studies have demonstrated that having community-based rotations during internal medicine residency doubles the likelihood of intent to practice primary care, and significantly increases in-state retention. Our ability to provide these rotations to our first incoming class of interns has been hampered by the lack of state funding during the 2012 fiscal year. Continued lack of

support from the state may jeopardize this programs ability to maintain a focus on rural and regional primary care internal medicine.

**Performance Measure:** *Percent of Boise Internal Medicine residency graduates practicing in Idaho.*

**Benchmark:** 50 percent

**Description:**
Expanding graduate medical education (GME or residency) training in Idaho has been identified as an educational and funding priority by the state-funded MGT Medical Education Study (11/1/07), the Idaho Medical Association (8/10/08), the Legislative Medical Education Interim Committee (11/12/08), and the State Board of Education (1/26/09). The State Board of Education rank-ordered ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations was: "Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice. In partnership with Idaho hospitals, the VA, Idaho doctors, private enterprise, and Idaho's colleges and Universities, the State of Idaho should promote and assist the funding of these programs."

Due to severe budgetary shortfalls the State of Idaho was unable to fund our first request last year. This resulted in our program having to restrict the very type of rotations (rural and underserved) that are unable to fund themselves but lead to increased interest in primary care practice and retention in Idaho.

The Department of Veterans Affairs is the major funder of the Boise Internal medicine residency. Support agreements have also been established with all other groups participating in the curriculum (Saint Luke's Regional Health Care System, Saint Alphonsus Regional Health Care System, University of Washington Medical Center, and Harborview Medical Center) to subsidize training within their systems. However, a small but critical portion of the curriculum is not funded by these mechanisms. Rotations at small non-affiliated offices such as dermatology, Terry Reilly Health Care System, and other community-based training sites go unfunded. These training experiences are critical to the attractiveness of the program, the completeness of training, and retention of newly trained physicians in the State of Idaho.

Our requested funding is calculated as follows: The best estimated cost of training a resident for one year is approximately $ 175,000. State funding for one four-week block of outside training per year (1/13 of the cost = $13,500/resident) is our goal. The table below estimates the funding that we plan to request as the residency develops**.**

The legislature has demonstrated the importance of medical education to the state through their support of WWAMI and family medicine/psychiatry residencies. It is important to note that developing a graduate medical education infrastructure is the key to retaining providers and developing a medical school. Thank you for your consideration.

| Fiscal Year | # Residents | Amount/resident | Base | Request |
|---|---|---|---|---|
| FY 2013 | 8 interns, 8 R2s | $ 13,500 | - | $ 216,000 |
| FY2014 | 8 interns, 8 R2s, 8 R3s | $ 13,500 | $ 216,000 | $ 108,000 |

**AGENCY: Special Programs** Agency No.: 516 FY 2013 Request
FUNCTION: Forest Utilization Research Function No.: 01 Page _1__ of 4_ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

| A: Decision Unit No: **12.01** | Title: **FUR – Rangeland Center** | | | Priority Ranking 1 of 1 | |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 1.50 | | | | 1.50 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | 116,000 | | | | 116,000 |
| 2. Benefits | 32,000 | | | | 32,000 |
| 3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | 148,000 | | | | 148,000 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. Travel | 25,000 | | | | 25,000 |
| 2. Operating | 20,000 | | | | 20,000 |
| TOTAL OPERATING EXPENDITURES: | 45,000 | | | | 45,000 |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| 1. PC and workstation | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 193,000 | | | | 193,000 |

## Supports institution/agency and Board strategic plans:

Goal 1, Objective B of the SBOE and UI Strategic Plans are focused on producing an educated citizenry through a variety of learning activities. Students will work on rangeland problems in collaboration with Idaho industry, its' citizens and stakeholders. The direct metrics of performance will be the number of undergraduate and graduate students associated with the Rangeland Center that are engaged in off-campus, integrative learning activities each year.

Goal 2, Objectives A & B of both plans are focused on critical thinking, innovation, scholarship and creative thinking, including interdisciplinary activities. The Rangeland Center will take a leadership role in Idaho and address key research priorities that are established by an external board. The Center will leverage FUR support to increase extramural grants from non-state funds and will utilize an interdisciplinary approach to research. The Rangeland Center will span several colleges on campus and by design is an interdisciplinary effort. The direct metrics of performance will be the number of non-state dollars generated by the center and the number of faculty from different disciplines that are active in projects sponsored by the Rangeland Center.

Goal 3, Objectives A and B of the UI Strategic Plan is focused on outreach and engagement to address societal needs and develop partnerships. Rangelands cover half of the State of Idaho and there are many problems that face Idaho rangelands such as wildfire, invasive species, loss of wildlife habitat, energy development and threatened and endangered species. The Rangeland Center will be very active in its outreach and engagement, extending applied research and existing knowledge to managers, ranchers and citizens that use rangelands as well as increasing the accessibility of data for quality decision making. The direct metrics of performance will be the number of outreach projects in Idaho as well as results from standard assessment tools used to understand the effectiveness the Center's outreach projects.

**Description:**

**Advancing the Rangeland Center at the University of Idaho by expanding the Idaho Forest Utilization Act.**

Rangelands are vast natural landscapes that cover nearly half of Idaho. These grasslands, shrublands, woodlands and deserts produce a wide variety of goods and services including livestock forage, wildlife habitat, water resources, wildland recreation, open space, and ecosystem services such as water purification and carbon sequestration. Our ability to serve current and future generations will be influenced by our understanding of rangelands because these lands are vital to the ecological and economic health of Idaho.

Rangelands influence the lives and livelihoods of nearly all Idahoans because 90% of Idaho citizens live in places that are currently rangeland or cropland that once was rangeland (i.e., Boise, Twin Falls, Idaho Falls, and Pocatello). The economy of Idaho also depends heavily on rangelands as 65% of the total land area of Idaho is grazed by domestic cattle and sheep that support rural communities and agricultural enterprises. Rangelands are vitally important for recreation as landscapes for fishing, hunting, hiking, biking, horseback riding, and off road vehicle use.

Historically, rangelands were valued mostly for ranching, hunting and mining. Today, changes in the way we use rangelands and environmental conditions threaten the strength and integrity of rangelands. These threats take shape as unsustainable grazing practices, damaging fire regimes, infestations of invasive plants, landscapes fragmented by human development and destructive recreational activities. Advancing rangeland science and management in the current context of ecological and societal change will require newly integrative thinking and innovative practices to maintain and restore these lands and the human communities that rely on them.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The University of Idaho is creating a Rangeland Center that brings together researchers and extension professionals throughout Idaho to address the modern challenges of rangeland management. Faculty and staff in the U-Idaho Rangeland Center will partner with ranchers and land managers to conduct applied research and develop outreach that builds rangeland understanding. The College of Natural Resources at the University of Idaho is requesting an increase in budget of $193,000 Forest Utilization Research (FUR) budget to support establishment of the U-Idaho Rangeland Center.

2. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

We are requesting the following resources:

Anticipated date of hire for all positions July 1, 2012:

Partial salary support (.5FTE $56,000: $40,000 salary and $16,000 fringe benefits) for the **Director of the Rangeland Center.** This person will be a tenured professor who conducts rangeland research, teaches courses and workshops focused on rangelands, and directs the faculty and staff of the Rangeland Center. The other half of the Center Directors salary will be provided by the College of Natural Resources.

Salary (1 FTE $53,580: $38,000 salary and $15,580 fringe benefits) for an **Outreach Coordinator** who will organize and promote the activities and outputs of the Rangeland Center. The outreach coordinator will assist Center Director and faculty members to develop workshops and symposia, articles for popular media, and extension publications.

Salary for two **graduate students** ($38,380: $38,000 salary and $380 fringe benefits for two graduates at 20 hours/week each) to conduct relevant applied research directed by rangeland center faculty. Research projects will focus on topics that have been identified in the Center's strategic plan with input from a stakeholder advisory committee.

**Operating expenses** for research including basic field equipment and electronic field tools such as palm top computers, GPS, and digital cameras to support research and monitoring projects. Operating expenses are also requested to develop outreach documents, web pages, workshops, symposia and field tours to increase understanding of contemporary issues affecting rangelands.

**Travel** funds for the Center Director, Outreach Coordinator and Center faculty members to conduct research projects, outreach activities, and attend stakeholder meetings.

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Researchers and educators from seven departments, three colleges, and the University of Idaho Extension are coming together to implement an interdisciplinary research, education and outreach program focused on creating science and solutions for rangelands. The U-Idaho Rangeland Center will build on existing partnerships and create opportunities for new collaborations to advance the study and management of rangelands in Idaho and the region.

c. List any additional operating funds and capital items needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   This request is 100% ongoing state general fund.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   The work of the Rangeland Center and the requested resources will directly serve managers and owners of rangeland in Idaho. Research and outreach activities will empower rangeland users and managers with skills and tools to sustain and improve rangeland health and productivity. Ranchers, recreationists, and rural communities in Idaho benefit from productive rangelands that support economic enterprises, vigorous wildlife populations, weed-free landscapes, fertile soils and clean abundant water.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   New request

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

| | | |
|---|---|---|
| **AGENCY: Special Education Programs** | Agency No.: 516 | FY 2013 Request |
| FUNCTION: Scholarships and Grants | Function No.: 03 | Page ___ of __ Pages |
| ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___ |

| A: Decision Unit No: **12.01** | Title: **Opportunity Scholarship** | | | Priority Ranking 1 of 2 | |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 0.00 | | | | 0.00 |
| PERSONNEL COSTS:<br>1. Salaries<br>2. Benefits<br>3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | | | | | |
| OPERATING EXPENDITURES **by summary object:**<br>1. Travel | | | | | |
| TOTAL OPERATING EXPENDITURES: | | | | | |
| CAPITAL OUTLAY **by summary object:**<br>1. PC and workstation | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | 1,000,000 | | | | 1,000,000 |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 1,000,000 | | | | 1,000,000 |

## Supports institution/agency and Board strategic plans:

Category: New/Expanded Programs

Title: Opportunity Scholarship Programs

The Opportunity Scholarship is Idaho's primary need-based scholarship. It is designed on a shared responsibility model with state dollars being the "last dollars". This means that a student must apply for federal aid, have a self or family contribution element before they would be eligible for the Opportunity Scholarship. In FY07 and FY08, the initial years of this program, $10 million dollars was put into an endowment fund and $1.925 million was designated to fund scholarships for the 2007-2008 and 2008-2009 academic years. Approximately 700 students each year have received this renewable scholarship with the majority of students receiving the

maximum award of $3,000. Unfortunately, as a result of the financial difficulties during the last few years, funds were not available to fund neither the endowment nor the ongoing scholarships. The Board was permitted to use the earnings from the endowment and $1,000,000 from the corpus for FY10, FY11 and FY12. This may permit us to fund qualifying renewals, but new awards will be very limited. This request is for $1,000,000 from the State General Fund to assist in funding scholarships for fiscal year 2013.

| | | |
|---|---|---|
| **AGENCY: Special Programs** | Agency No.: 516 | FY 2013 Request |
| FUNCTION: Scholarships & Grants | Function No.: 03 | Page ___ of __ Pages |
| ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___ |

| A: Decision Unit No: **12.02** | Title: **GEAR UP SCHOLARSHIPS** | | | Priority Ranking 2 of 2 | |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | | | .10 | | .10 |
| PERSONNEL COSTS: | | | | | |
| 1. Salaries | | | 5,500 | | 12,100 |
| 2. Benefits | | | 1,700 | | 5,100 |
| 3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | | | 7,200 | | 7,200 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| 1. General Services | | | | | |
| TOTAL OPERATING EXPENDITURES: | | | | | |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | | | $591,300 | | $591,300 |
| LUMP SUM: | | | | | |
| GRAND TOTAL | | | $598,500 | | $598,500 |

## Supports institution/agency and Board strategic plans:

Goal 1, Objective A

Goal 1, A Well Educated Citizenry, calls for providing opportunities for individual enhancement and Objective A, Access, advocates for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

*Performance Measure:* Percent of need met by available need-based financial aid.

GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) is a federal discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. This program provides six-year grants to states and partnerships to provide services at high-poverty middle and high schools which are designated as GEAR UP schools.

GEAR UP provides students an opportunity to apply for a 4-year renewable scholarship based upon financial need and level of participation in the program and funding for participating students to prepare for and take the ACT test. The GEAR UP Program will serve over 5,500 students in Idaho during the life of the grant.

**Description:**
GEAR UP started in Idaho in 2007 with the renewable scholarships starting in FY 2013. The scholarship funds are on hand, however spending authority is needed in order to authorize payments.

The Department of Education GEAR UP coordinator estimates $830,300 in scholarships for FY 2013. The legislature appropriated $239,000 in ongoing spending authority for scholarships for FY 2012. Therefore, this request is for the difference of $591,300 ($830,300 less $239,000). The GEAR UP program allows $65,000 for administrative costs. The legislature appropriated .25 FTE and $10,000 in personnel costs and $1,000 in operating costs for FY 2012. The estimate for FY 2013 is .35 FTE and $17,200 in personnel costs. This request includes an increase in personnel costs of .10 FTE and $7,200.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   This request reflects an increase of $591,300 in federal funds spending authority for GEAR UP scholarships and an increase of .10 FTE and $7,200 in personnel costs. This request does not affect staffing levels but is a shift in cost allocation to the GEAR UP program. The FY 2014 budget request will include a line item request for an additional increase in GEAR UP scholarships that will be awarded from FY 2014 through 2018.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      Part-time (.35 FTE total) GEAR UP scholarship administrator

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      Existing personnel charged to indirect cost funds will work on the GEAR UP program which will not necessitate the need for additional staffing.

   c. List any additional operating funds and capital items needed.

      None.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   Federal spending authority with grant funds already awarded.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   GEAR UP is designed to increase the number of low-income students from high-poverty middle and high schools that are prepared to enter and succeed in postsecondary education. GEAR UP provides students an opportunity to apply for a 4-year renewable

scholarship based upon financial need and level of participation in the program and funding for participating students to prepare for and take the ACT test. The GEAR UP Program will serve over 5,500 students in Idaho during the life of the grant.

Funding is in place. This request is for spending authority only.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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**AGENCY: Idaho State University** Agency No.: 513 FY 2013 Request
FUNCTION: Idaho Museum of Natural History Function No.: 3000 Page 1 of 3 Pages
Original Submission _X_ or
ACTIVITY: Strategic Initiative Activity No.: Revision No. ___

| A: Decision Unit No: **12.01** | Title: **Idaho Museum of Natural History** | | | | Priority Ranking 1 of 1 |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | 1.0 | | | | 1.0 |
| PERSONNEL COSTS:<br>1. Salaries<br>a. IT Director | 45,000 | | | | 45,000 |
| 2. Benefits | 18,000 | | | | 18,000 |
| TOTAL PERSONNEL COSTS: | 63,000 | | | | 63,000 |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| TOTAL OPERATING EXPENDITURES: | | | | | |
| CAPITAL OUTLAY **by summary object:**<br>1. Storage facility improvements (one time only) | 275,000 | | | | 275,000 |
| TOTAL CAPITAL OUTLAY: | 275,000 | | | | 275,000 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 338,000 | | | | 338,000 |

## How connected to institution/agency and Board strategic plans:

*The Idaho Museum of Natural History was created by State Statute 33-3012. STATE MUSEUM OF NATURAL HISTORY. This statute stated that "there is hereby created and established at Idaho State University a state museum of natural history to be known as the Idaho museum of natural history, where tangible objects and documents reflecting our natural heritage may be collected, preserved, studied, interpreted, and displayed for educational and cultural purposes."*

*Thus, in order to most effectively meet this mandate, one new position is required. An Information Technology Specialist that meets the goals of the IMNH strategic plan for creating a Virtual Museum to bring the IMNH to all the people of Idaho. Further, to meet our mandate for the care and storage of the Natural History collections of Idaho, a major upgrade to our storage*

*facilities is needed to meet minimum curation standards. One-time funds are requested for the purchase of new storage units which will increase capacity and long-term care.*

*This request will substantially increase our public, educational, research, and funding profiles across the State and the Nation, and meets goals articulated in the current ISU and SBOE strategic plans:*

*ISU Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: 1, A Well Educated Citizenry)*

*ISU Goal 2 — Increase the IMNH and ISU research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: 1, A Well Educated Citizenry)*

*ISU Goal 3 — Advance Public outreach, K-12, and rural education through the creation of more diverse and on-line programming. (SBOE Main Goals: 1, A Well Educated Citizenry)*

*ISU Goal 4 — Manage, care, present, and study, as mandated, the natural history of Idaho. (SBOE Main Goals: 1, A Well Educated Citizenry; 3 Effective and Efficient Delivery Systems)*

*ISU Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: 1, A Well Educated Citizenry)*

*ISU Goal 6 — Promote the efficient and effective use of resources through on-line programming and through fundraising in the private sector. (SBOE Main Goals: 1, A Well Educated Citizenry; 3 Effective and Efficient Delivery Systems)*

## Description:

*This line item request will provide financial resources to fund a position in support of IMNH information technology goals as set forth in the strategic plan. It also requests the appropriate storage upgrades to meet museum best practice and facility expansion so that we may house more State and Federal collections, increasing our revenue streams from Government agencies.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? *As noted above, funding for 1.0 FTE, as well as one-time funding for storage facility improvements.*
2. What resources are necessary to implement this request?
   - *a.* List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. *See above.*
   - *b.* Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. *None are available.*
   - c. List any additional operating funds and capital items needed. *See above.*
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a

description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

*This request is for ongoing and one-time appropriated funding, as articulated above.*

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

*The museum currently serves nearly 10,000 school children per year and thousands of the general public in the current gallery and education facilities. The goal of creating a Virtual Museum by putting the entire IMNH collection on line so that students, educators, and researchers anywhere in Idaho or the world can do their own studies, will be impossible without an IT specialist. Revenue expansion through Government programs is now limited by our lack of storage space. The requested storage units will increase access to Government funding sources and revenue.*

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

*The museum has been completely reorganized, with a new emphasis on the public, on education, and on expansion of revenue generating capabilities.*

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**AGENCY: Idaho Public Television** Agency No.: 520 FY 2013 Request
FUNCTION: Idaho Public Television Function No.: 01 Page 1 of 3
ACTIVITY: Activity No.: Original Submission __ or Revision No. ___

A: Decision Unit No: 12.01 Title: **Idaho Legislature Live / Multimedia Personnel** Priority Ranking 1 of 1

| DESCRIPTION | General | Dedicated | Federal | Other | Total |
|---|---|---|---|---|---|
| FULL TIME POSITIONS (FTP) | 2.00 | | | | 2.00 |
| PERSONNEL COSTS - 4000: | | | | | |
| 1. Salaries | 75,900 | | | | 75,900 |
| 2. Benefits | 34,900 | | | | 34,900 |
| 3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | 110,800 | | | | 110,800 |
| OPERATING EXPENDITURES - 5000 by sub object: | | | | | |
| TOTAL OPERATING EXPENDITURES: | | | | | |
| CAPITAL OUTLAY - 6000 by sub object: | | | | | |
| 1. 6401 - Computers (2 laptops) | 2,200 | | | | 2,200 |
| 2. 6701 - Office equipment | 3,500 | | | | 3,500 |
| TOTAL CAPITAL OUTLAY: | 5,700 | | | | 5,700 |
| T/B PAYMENTS: | | | | | |
| LUMP SUM: | | | | | |
| GRAND TOTAL | 116,500 | | | | 116,500 |

## How connected to institution/agency and Board strategic plans:

Goal 1 SBoE Goal 1 is a well-educated citizenry. IdahoPTV objectives to meet this goal include: 1) provide access to IdahoPTV new media content to citizens anywhere in the state, which support citizen participation and education, 2) contribute to a well-informed citizenry and 3) provide relevant Idaho-specific information.

## Description:

As a result of S1491 (2006), IdahoPTV was directed to oversee (in partnership with Legislative Services and the Department of Administration), Idaho Legislature Live coverage on the Web and broadcast.

Idaho Legislature Live currently includes gavel-to-gavel video coverage of the Idaho House, Senate, Joint Finance-Appropriations Committee (JFAC), House/Senate Auditorium, and live audio coverage of legislative committee rooms.

Since its inception, IdahoPTV has entirely self-funded the personnel and operational costs required to provide Idaho Legislature Live coverage.

IdahoPTV requests two positions to assist with this expanded coverage and to be available to enhance our new media activities at times when Idaho Legislature Live is not active. We believe that it is only reasonable that the state assist with a portion of the operational costs for this service that benefits citizens statewide. IdahoPTV will continue to provide additional in-kind personnel and basic operating cost to enable Idaho Legislature Live coverage, including: production management, engineering maintenance, website management and information technology support. We cannot maintain the current level of service indefinitely.

When Idaho Legislature Live functions are not active, the requested positions will work on educational IdahoPTV new media initiatives including content creation and archiving of content.

**Questions:**

1. What is being requested and why?

   For the first years of coverage, no state funds were made available to cover the personnel costs associated with the Idaho Legislature Live coverage. These activities were funded with non-state resources. We request these funds to ensure sustainability of the expanded Idaho Legislature Live.

   What is the agency staffing level for this activity and how much funding by source is in the base?

   N/A

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full- or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      Web Developer, pay grade L, full-time, classified, anticipated hire date July 1, 2012, salary cost estimated at $46,800; benefited with benefit costs estimated at $19,350, position on-going.

      PTV Digital Broadcast Systems Operator, pay grade I, full-time, classified, anticipated hire date July 1, 2012, salary cost estimated at $29,100; benefited with benefit costs estimated at $15,550, position on-going.

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

If funded, IdahoPTV will continue to redirect the efforts of the following personnel to this effort:

| | |
|---|---|
| -Broadcast System Operator: | To supervise the requested two positions |
| -IT Systems Supervisor: | To maintain current IT systems |
| -Broadcast Maintenance Engineer: | To maintain current camera systems |
| -Production Manager: | To supervise the project |

c. List any additional operating funds and capital items needed.

IdahoPTV will need new computers for use by the new positions along with workspace modifications.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

General Fund per matrix on page 1.

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The entire population of Idaho will benefit. Idaho Legislature Live is available via digital television and the Web.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Last year, a line item request for “Idaho Experience” was ranked 1 or 2. This request has been removed pending future legislative interest. This year, this document is the only line item request.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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|---|---|---|
| **AGENCY: Division of Vocational Rehabilitation** | Agency No.: 523 | FY 2013 Request |
| FUNCTION: Vocational Rehabilitation | Function No.: 02 | Page _1_ of _3 Pages |
| ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___ |

| A: Decision Unit No: **12.01** | Title: Trustee & Benefit Funds | | | Priority Ranking 1 of 1 | |
|---|---|---|---|---|---|
| | | | | | |
| **DESCRIPTION** | **General** | **Dedicated** | **Federal** | **Other** | **Total** |
| FULL TIME POSITIONS (FTP) | | | | | |
| PERSONNEL COSTS:<br>1. Salaries<br>2. Benefits<br>3. Group Position Funding | | | | | |
| TOTAL PERSONNEL COSTS: | | | | | |
| OPERATING EXPENDITURES **by summary object:** | | | | | |
| TOTAL OPERATING EXPENDITURES: | | | | | |
| CAPITAL OUTLAY **by summary object:** | | | | | |
| TOTAL CAPITAL OUTLAY: | | | | | |
| T/B PAYMENTS: | $576,900 | | $2,131,500 | | $2,708,400 |
| LUMP SUM: | | | | | |
| GRAND TOTAL | | | | | |

## Supports institution/agency and Board strategic plans:

Goal 1, Objective 8

*Goal 1: Continually improve the quality of Vocational Rehabilitation services available to eligible Idahoans with disabilities to prepare for, obtain, maintain, or regain competitive employment.*

*Objective 8: Enhance revenue opportunities for VR programs.*

*Performance Measure/s:*

- *Increase number of Idahoans with disabilities placed in gainful employment.*
- *Increase grant opportunities and collaboration with state agencies and other entities to develop shared projects.*

## Description:

*Vocational Rehabilitation is a ticket to self-sufficiency for Idahoans with disabilities – a hand-up to employment and to independence. Regrettably, a public perception may be that Vocational Rehabilitation is another welfare program. Vocational Rehabilitation services for eligible Idahoans with disabilities are the enabling tools to transition from unemployment to gainful employment; from dependence to independence.*

*This is a request for state funds required to match federal dollars allotted to Idaho. Without matching funds the federal dollars Idaho deserves will be lost reducing the number of Idahoans with disabilities entering the workforce. Holdbacks from the recent recession have prohibited IDVR from accepting Idaho's full allotment of federal funds in FY2010, FY2011 and FY2012. Given the nearly ONE (state funds) to FOUR (federal funds) match, IDVR reverted $616,000 of federal dollars in FY2010, $2.7million in FY2011 and will revert a similar amount in FY2012. These reductions have significantly limited client services that put Idahoans to work. Idaho ranks among the top ten states that have reverted federal funds and ranks 49th in the nation for its ability to capture federal funds allocated to the state. In the past three years, losses in state and federal funds have been partially offset with one-time fund sources: Social Security reimbursements acquired through a sweep of records of prior clients who successfully moved off of SSI and SSDI benefit programs; and, American Recovery and Reinvestment Act (stimulus) funds. These sources and all reserves are depleted. Funding reductions have been exacerbated as the Department of Correction and some school districts that provided non-federal match in prior years have found it necessary to eliminate their shares of non-federal match. State funds are the only stable mechanism to capture the available unmatched federal dollars designated for Idaho by the US Rehabilitation Services Administration. This request for $576,900 of State General Account funds will allow Idaho to receive the approximate $2,131,500 of federal funds it will be allotted in FY2013 to serve the growing population of Idahoans with disabilities who are eligible for services.*

*The funds will be used for our primary mission of vocational rehabilitation of individuals with disabilities. The outcome is to move Idahoans with disabilities from unemployment to gainful employment; from dependence to independence.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   - *$576,900 in state general funds and $2,131,500 in federal spending authority.*
   - *IDVR currently has 148 FTEs for this activity.*
   - *Base: General Fund $2,914,600*
     *Federal Fund $14,414,000*
     *Dedicated Fund $1,078,500*
     *Misc. Revenue $958,500*

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      *No new positions are requested.*

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      *None.*

   c. List any additional operating funds and capital items needed.

      *None.*

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   *This is an ongoing request for $576,900 in State General funds and $2,131,500 Federal spending authority for Trustee & Benefit services.*

   *Federal grant funds come to Idaho through the annual VR State grant. If the agency does not have enough non-federal matching funds to capture all of the available federal dollars for Idaho, the funds are reallocated to other states by the RSA.*

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   *An increased number of Idaho citizens with disabilities who seek employment will be served. Idahoans who are disabled come from all walks of life: farmers, foodservice workers, dairymen, construction workers, secretaries, educators, students, executives, etc.*

   *The impact is statewide. Idaho benefits when the unemployed go to work and become taxpayers and contributors to the state's economy. Without funds fewer Idahoans with disabilities will return to gainful employment.*

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   *N/A*

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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## COLLEGE AND UNIVERSITIES OF THE STATE BOARD

### SUBJECT

FY 2012 Intercollegiate Athletics Operating Budget Report

### APPLICABLE STATUTE, RULE, OR POLICY

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

### BACKGROUND/ DISCUSSION

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

A common reporting format has been established for reporting intercollegiate athletic revenues and expenditures. Page 3 displays a four-part pie chart that shows FY 12 revenue by fund source by institution, followed by the FY 11 Board Limits on Allocation of Funds on page 4, and a two-part chart displaying selected athletic financial data on page 5.

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

- FY 10 Actual Expenditures (June 2010) – columns 1 & 2
- Latest FY 11 Estimate (May 2011) – columns 3 & 4
- Variance ($ and %) comparing the FY 10 Actual with the latest FY 11 estimate – columns 5 & 6
- FY 12 Operating Budget (June 2011) – columns 7 & 8
- Variance ($ & %) comparing the FY 12 proposed Budget with the FY 11 Estimate – columns 9 & 10

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

Board policy establishes limits on the amount of funds the institutions can allocate to athletics from General Account and institutional funds**.** At its regular February 2011 meeting the Board voted to freeze the general education funds and institutional funds limit for athletics at the FY 2011 level, and to freeze the general education funds above the limit allocated for gender equity costs at the FY 2010 level. Thus, the athletics limits for FY 2012 are as follows:

| | General Ed | Institutional | Gender Equity |
|---|---|---|---|
| **BSU** | $2,214,700 | $346,600 | $976,872 |
| **ISU** | $2,214,700 | $485,100 | $646,500 |
| **UI** | $2,214,700 | $693,100 | $846,560 |
| **LCSC** | $823,400 | $138,500 | N/A |

## IMPACT

Provides the Board with a report on the financial status of intercollegiate athletics for the current fiscal year and provides the operating budget for FY 12.

## ATTACHMENTS

FY 12 Revenue by Source by Institution — Page 3
FY 12 Board Limits on Allocation of Funds — Page 4
Student Fees, State and Institution Support % of Operating Revenues — Page 5
Expenditures per Participant — Page 5
FY 10 Actual, Revised Estimates for FY 11, and FY 12 Operating Budgets:
- Boise State University — Page 7
- Idaho State University — Page 11
- University of Idaho — Page 15
- Lewis Clark State College — Page 19

## STAFF COMMENTS

Pages 3 and 4 of this section, Revenue by Source by Institution and Board Limits are the same as in previous years' agendas. Note that all four institutions are budgeting General Account and Institutional funds for athletics within their limits. Page 5 displays non-program revenue as a percentage of total athletic revenue and expenditures per varsity participant.

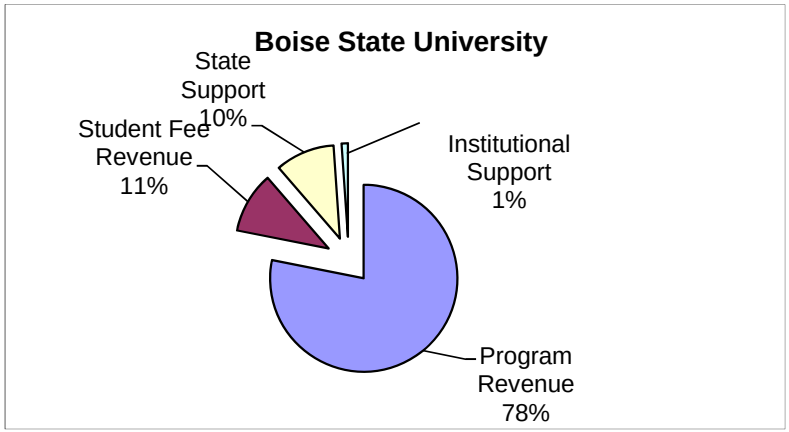
The first shaded column of the individual institution reports, starting on page 7, displays the difference and percentage change for each revenue and expense category between the FY 10 actuals and the FY 11 estimate; the second shaded column shows the difference and percentage between the latest FY 11 estimate and the proposed FY 12 budget.

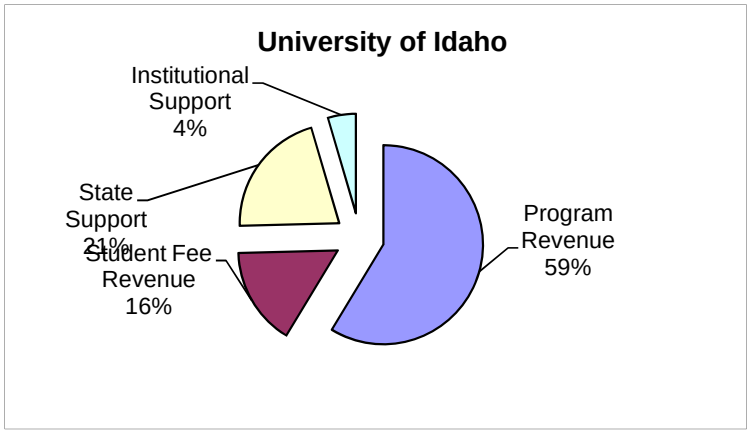
## BOARD ACTION

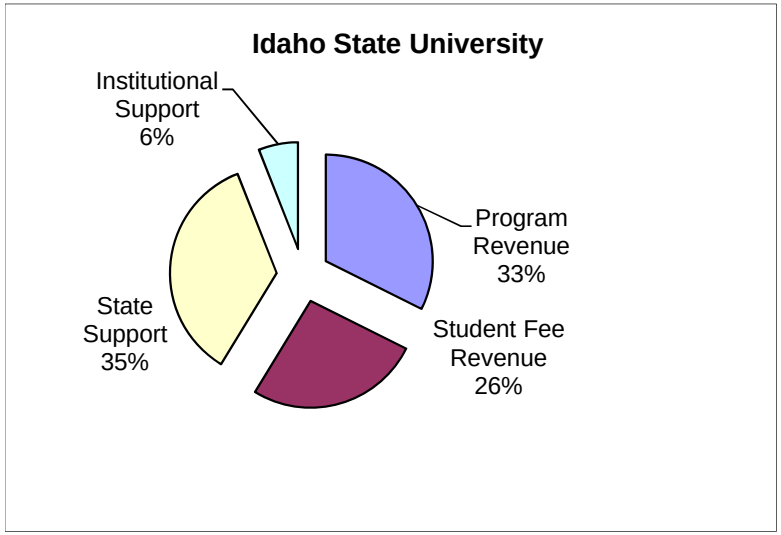
This item is for informational purposes only. Any action will be at the Board's discretion.

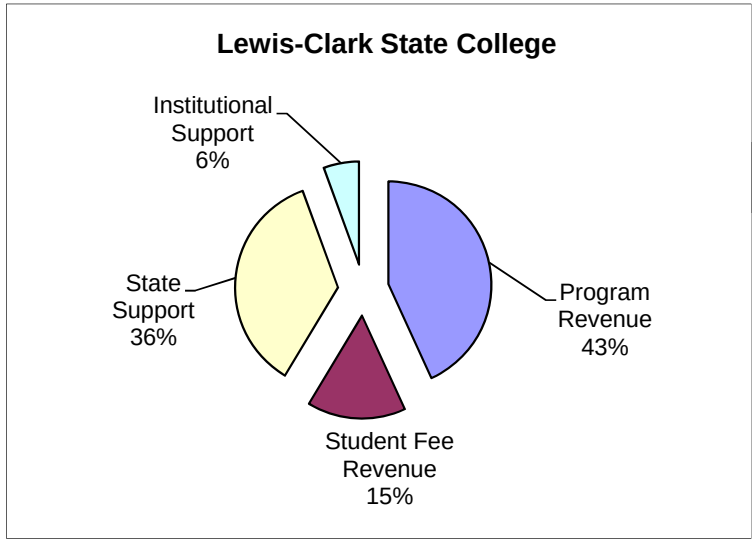
# Intercollegiate Athletics

## FY12 Revenue by Source by Institution

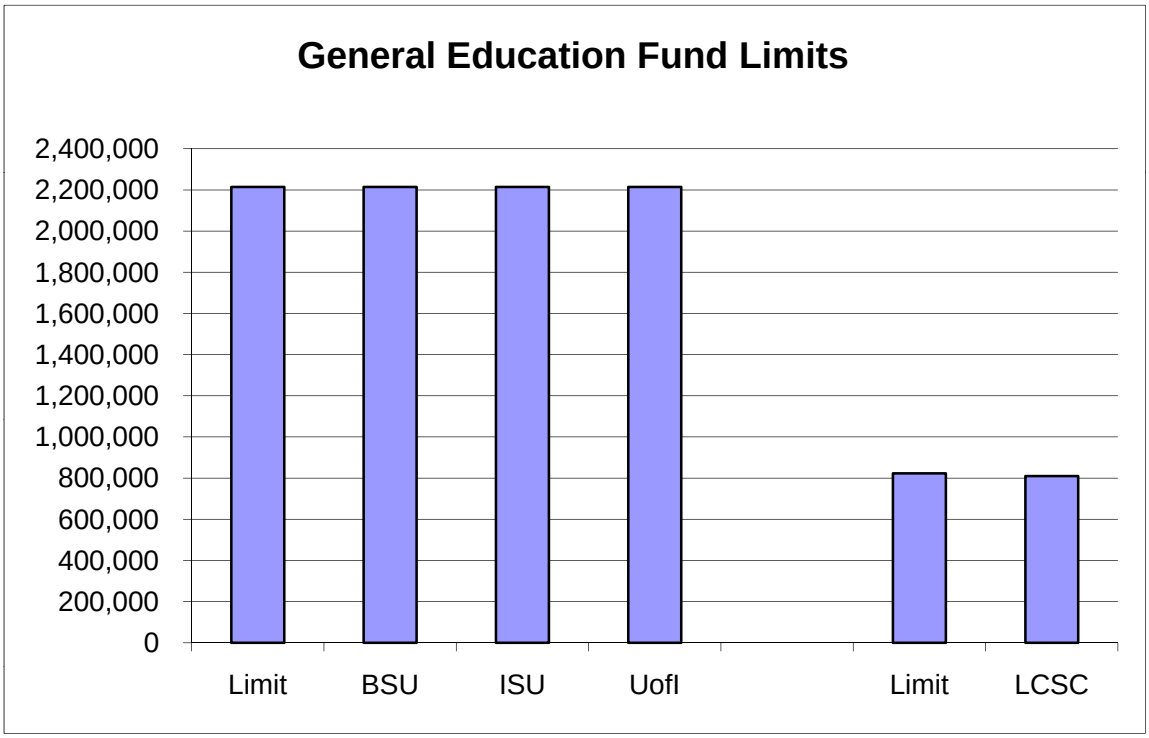


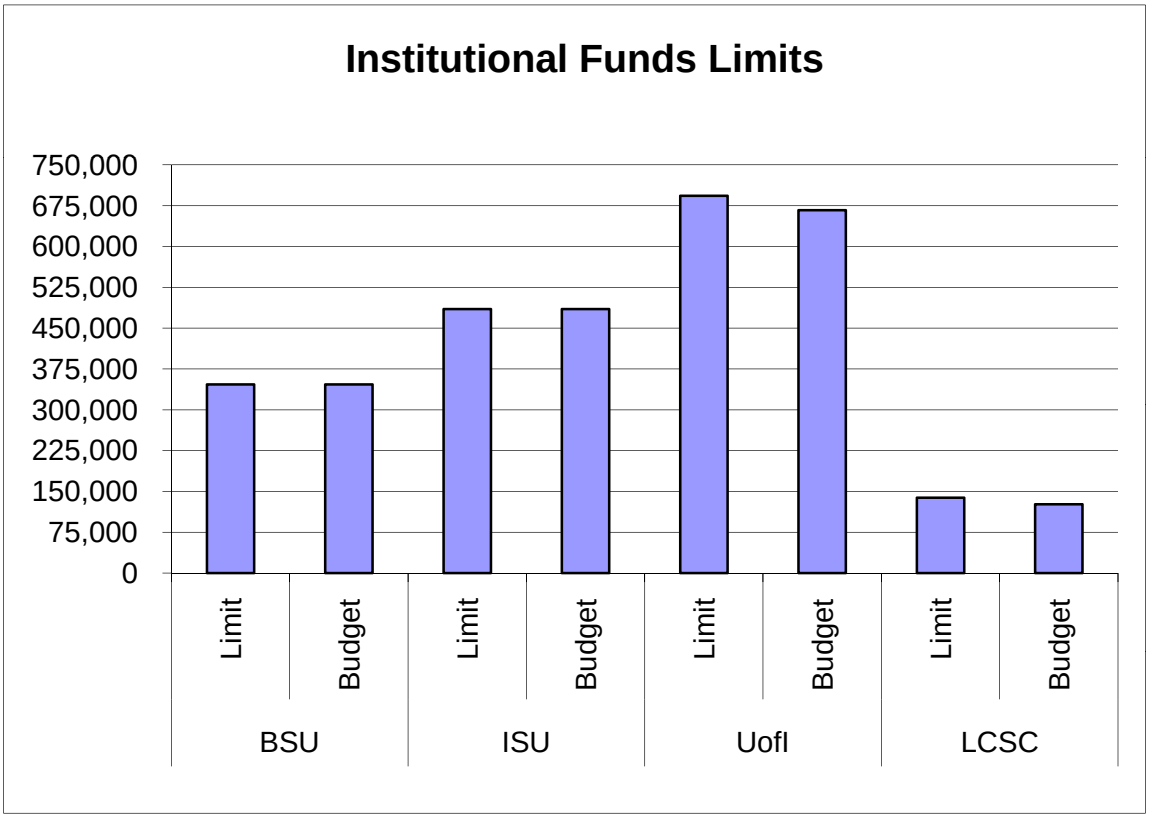



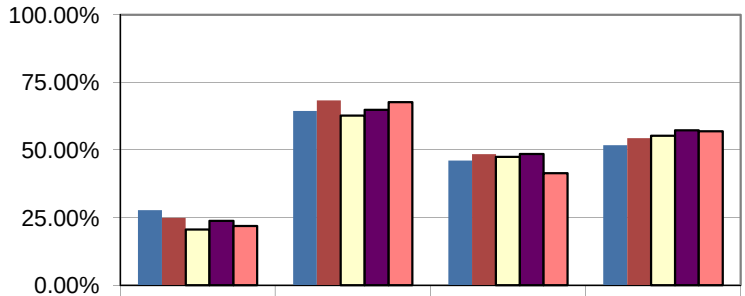



## FY12 Board Limits on Allocation of Funds



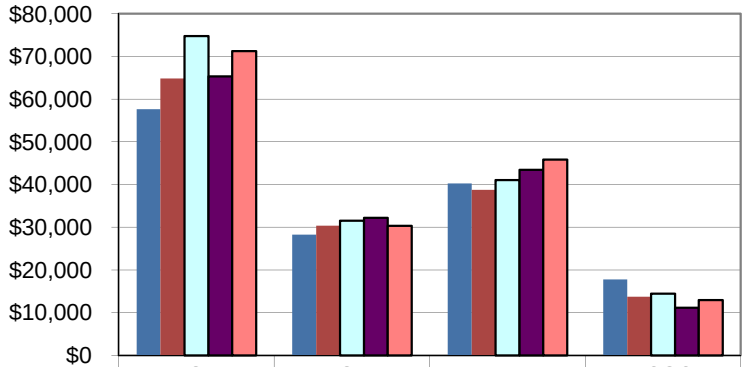



## Student Fee/State & Institution Support as a % of Total Athletic Revenue




| | BSU | ISU | UI | LCSC |
|---|---|---|---|---|
| FY08 Act. | 27.75% | 64.43% | 46.04% | 51.79% |
| FY09 Act. | 24.82% | 68.26% | 48.41% | 54.34% |
| FY10 Act. | 20.58% | 62.71% | 47.45% | 55.21% |
| FY11 Est. | 23.78% | 64.82% | 48.50% | 57.19% |
| FY12 Bud | 21.90% | 67.64% | 41.33% | 56.85% |

## Expenditures per Varsity Participant




| | BSU | ISU | UI | LCSC |
|---|---|---|---|---|
| FY08 Act. | $57,629 | $28,232 | $40,265 | $17,752 |
| FY09 Act. | $64,844 | $30,371 | $38,715 | $13,749 |
| FY10 Act. | $74,747 | $31,491 | $41,009 | $14,394 |
| FY11 Est. | $65,306 | $32,228 | $43,431 | $11,121 |
| FY12 Bud | $71,258 | $30,304 | $45,806 | $12,903 |

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**Boise State University**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 1 | **Revenue:** | | | | | | | | | | |
| 2 | **Program Revenue:** | | | | | | | | | | |
| 3 | Ticket Sales | 7,102,661 | 19.71% | 6,541,320 | 20.00% | (561,341) | -7.90% | 6,878,542 | 19.29% | 337,222 | 5.16% |
| 4 | Guarantees | 580,000 | 1.61% | 1,585,000 | 4.85% | 1,005,000 | 173.28% | 2,200,000 | 6.17% | 615,000 | 38.80% |
| 5 | Contributions | 6,553,812 | 18.18% | 7,140,942 | 21.84% | 587,130 | 8.96% | 6,671,983 | 18.71% | (468,959) | -6.57% |
| 6 | NCAA/Conference/Tournaments | 1,835,720 | 5.09% | 1,464,638 | 4.48% | (371,082) | -20.21% | 3,479,137 | 9.76% | 2,014,499 | 137.54% |
| 7 | TV/Radio/Internet Rights | 126,678 | 0.35% | 125,000 | 0.38% | (1,678) | -1.32% | 50,000 | 0.14% | (75,000) | -60.00% |
| 8 | Program/Novelty Sales, Concessionns, Parking | 932,558 | 2.59% | 837,603 | 2.56% | (94,955) | -10.18% | 915,135 | 2.57% | 77,532 | 9.26% |
| 9 | Royalty, Advertisement, Sponsorship | 2,773,179 | 7.69% | 3,279,053 | 10.03% | 505,874 | 18.24% | 3,348,951 | 9.39% | 69,898 | 2.13% |
| 10 | Endowment/Investment Income | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 11 | Other | 803,891 | 2.23% | 607,100 | 1.86% | (196,791) | -24.48% | 640,010 | 1.79% | 32,910 | 5.42% |
| 12 | Total Program Revenue | 20,708,499 | 57.46% | 21,580,656 | 65.99% | 872,157 | 4.21% | 24,183,758 | 67.81% | 2,603,102 | 12.06% |
| 13 | **Non-Program Revenue:** | | | | | | | | | | |
| 14 | NCAA/Bowl/World Series | 4,407,144 | 12.23% | 30,000 | 0.09% | (4,377,144) | -99.32% | 149,500 | 0.42% | 119,500 | 398.33% |
| 15 | Student Fees | 2,980,056 | 8.27% | 3,204,466 | 9.80% | 224,410 | 7.53% | 3,286,096 | 9.21% | 81,630 | 2.55% |
| 16 | Direct State/Govt Support | 2,193,089 | 6.09% | 2,214,700 | 6.77% | 21,611 | 0.99% | 2,214,700 | 6.21% | 0 | 0.00% |
| 17 | Gender Equity - Appropriated Funds | 976,872 | 2.71% | 976,872 | 2.99% | 0 | 0.00% | 976,872 | 2.74% | 0 | 0.00% |
| 18 | Direct Institutional Support | 358,700 | 1.00% | 346,600 | 1.06% | (12,100) | -3.37% | 346,600 | 0.97% | 0 | 0.00% |
| 19 | Subtotal State/Institutional Support | 3,528,661 | 9.79% | 3,538,172 | 10.82% | 9,511 | 0.27% | 3,538,172 | 9.92% | 0 | 0.00% |
| 20 | Total Non-Program Revenue | 10,915,861 | 30.29% | 6,772,638 | 20.71% | (4,143,223) | -37.96% | 6,973,768 | 19.55% | 201,130 | 2.97% |
| 21 | Subtotal Operating Revenue | 31,624,360 | 87.75% | 28,353,294 | 86.70% | (3,271,066) | -10.34% | 31,157,526 | 87.37% | 2,804,232 | 9.89% |
| 22 | **Non-Cash Revenue** | | | | | | | | | | |
| 23 | Third Party Support | 293,750 | 0.82% | 0 | 0.00% | (293,750) | -100.00% | 0 | 0.00% | 0 | 0.00% |
| 24 | Indirect Institutional Support | 2,209,387 | 6.13% | 2,365,957 | 7.23% | 156,570 | 7.09% | 2,411,136 | 6.76% | 45,179 | 1.91% |
| 25 | Non-Cash Revenue | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 26 | Out-of-State Tuition Revenue | 1,913,158 | 5.31% | 1,983,889 | 6.07% | 70,731 | 3.70% | 2,094,560 | 5.87% | 110,671 | 5.58% |
| 27 | Subtotal Non-Cash Revenue | 4,416,295 | 12.25% | 4,349,846 | 13.30% | (66,449) | -1.50% | 4,505,696 | 12.63% | 155,850 | 3.58% |
| 28 | **Total Revenue:** | 36,040,655 | 100.00% | 32,703,140 | 100.00% | (3,337,515) | -9.26% | 35,663,222 | 100.00% | 2,960,082 | 9.05% |
| 29 | | | | | | | | | | | |
| 30 | **Expenditures** | | | | | | | | | | |
| 31 | **Operating Expenditures:** | | | | | | | | | | |
| 32 | Athletics Student Aid | 3,739,015 | 10.38% | 4,262,990 | 13.04% | 523,975 | 14.01% | 4,404,877 | 12.43% | 141,887 | 3.33% |
| 33 | Guarantees | 789,500 | 2.19% | 662,000 | 2.02% | (127,500) | -16.15% | 547,500 | 1.55% | (114,500) | -17.30% |
| 34 | Coaching Salary/Benefits | 7,219,755 | 20.04% | 7,706,063 | 23.57% | 486,308 | 6.74% | 8,375,442 | 23.64% | 669,379 | 8.69% |
| 35 | Admin Staff Salary/Benefits | 4,309,086 | 11.96% | 4,356,279 | 13.32% | 47,193 | 1.10% | 4,839,813 | 13.66% | 483,534 | 11.10% |
| 36 | Severence Payments | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 37 | Recruiting | 281,642 | 0.78% | 373,500 | 1.14% | 91,858 | 32.62% | 393,500 | 1.11% | 20,000 | 5.35% |
| 38 | Team Travel | 1,966,291 | 5.46% | 1,982,614 | 6.06% | 16,323 | 0.83% | 2,266,435 | 6.40% | 283,821 | 14.32% |
| 39 | Equipment, Uniforms and Supplies | 1,483,833 | 4.12% | 999,579 | 3.06% | (484,254) | -32.64% | 1,192,174 | 3.36% | 192,595 | 19.27% |
| 40 | Game Expenses | 791,191 | 2.20% | 833,373 | 2.55% | 42,182 | 5.33% | 900,652 | 2.54% | 67,279 | 8.07% |
| 41 | Fund Raising, Marketing, Promotion | 550,524 | 1.53% | 279,937 | 0.86% | (270,587) | -49.15% | 274,147 | 0.77% | (5,790) | -2.07% |
| 42 | Direct Facilities/Maint/Rentals | 1,091,002 | 3.03% | 1,180,161 | 3.61% | 89,159 | 8.17% | 1,601,902 | 4.52% | 421,741 | 35.74% |
| 43 | Debt Service on Facilities | 3,629,955 | 10.07% | 4,080,684 | 12.48% | 450,729 | 12.42% | 4,183,902 | 11.81% | 103,218 | 2.53% |
| 44 | Spirit Groups | 88,599 | 0.25% | 177,401 | 0.54% | 88,802 | 100.23% | 208,377 | 0.59% | 30,976 | 17.46% |
| 45 | Medical Expenses & Insurance | 104,918 | 0.29% | 69,595 | 0.21% | (35,323) | -33.67% | 69,500 | 0.20% | (95) | -0.14% |
| 46 | Memberships & Dues | 482,578 | 1.34% | 510,287 | 1.56% | 27,709 | 5.74% | 505,857 | 1.43% | (4,430) | -0.87% |
| 47 | NCAA/Special Event/Bowls | 3,954,459 | 10.97% | 21,095 | 0.06% | (3,933,364) | -99.47% | 170,835 | 0.48% | 149,740 | 709.84% |
| 48 | Other Operating Expenses | 1,135,668 | 3.15% | 847,345 | 2.59% | (288,323) | -25.39% | 990,920 | 2.80% | 143,575 | 16.94% |
| 49 | Subtotal Operating Expenditures | 31,618,016 | 87.74% | 28,342,903 | 86.69% | (3,275,113) | -10.36% | 30,925,833 | 87.28% | 2,582,930 | 9.11% |
| 50 | **Non-Cash Expenditures** | | | | | | | | | | |
| 51 | 3rd Party Coaches Compensation | 293,750 | 0.82% | 0 | 0.00% | (293,750) | -100.00% | 0 | 0.00% | 0 | 0.00% |
| 52 | 3rd Party Admin Staff Compensation | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 53 | Indirect Facilities & Admin Support | 2,209,387 | 6.13% | 2,365,957 | 7.24% | 156,570 | 7.09% | 2,411,136 | 6.81% | 45,179 | 1.91% |
| 54 | Non-Cash Expense | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 55 | Out-of-State Tuition Expense | 1,913,158 | 5.31% | 1,983,889 | 6.07% | 70,731 | 3.70% | 2,094,560 | 5.91% | 110,671 | 5.58% |
| 56 | Subtotal Non-Cash Expenditures | 4,416,295 | 12.26% | 4,349,846 | 13.31% | (66,449) | -1.50% | 4,505,696 | 12.72% | 155,850 | 3.58% |
| 57 | **Total Expenditures:** | 36,034,311 | 100.00% | 32,692,749 | 100.00% | (3,341,562) | -9.27% | 35,431,529 | 100.00% | 2,738,780 | 8.38% |

**Boise State University**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 58 | | | | | | | | | | | |
| 59 | **Net Income/(deficit)** | 6,344 | | 10,391 | | 4,047 | 63.79% | 231,693 | | 221,302 | 2129.75% |
| 60 | | | | | | | | | | | |
| 61 | **Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)** | 638,320 | | 648,711 | | 10,391 | 1.63% | 880,404 | | 231,693 | 35.72% |
| 62 | | | | | | | | | | | |
| 63 | **Sport Camps & Clinics** | | | | | | | | | | |
| 64 | Revenue | 865,924 | | 400,000 | | (465,924) | -53.81% | 400,000 | 1.13% | 0 | 0.00% |
| 65 | Coach Compensation from Camp | 222,413 | | 150,000 | | (72,413) | -32.56% | 150,000 | 0.42% | 0 | 0.00% |
| 66 | Camp Expenses | 398,983 | | 250,000 | | (148,983) | -37.34% | 250,000 | 0.71% | 0 | 0.00% |
| 67 | Total Expenses | 621,396 | | 400,000 | | (221,396) | -35.63% | 400,000 | 1.13% | 0 | 0.00% |
| 68 | **Ending Fund Balance 6/30-BSU Camps** | 327,243 | | | | | | | | | |
| 69 | Net Income from Camps | 571,771 | | 0 | | (571,771) | -100.00% | 0 | | 0 | 0.00% |

**Boise State University**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| | **Revenue by Program:** | | | | | | | | | | |
| 1 | **General Revenue:** | | | | | | | | | | |
| 2 | Student Fees | 2,980,056 | 9.42% | 3,204,466 | 11.30% | 224,410 | 7.53% | 3,286,096 | 10.55% | 81,630 | 2.55% |
| 3 | Contributions | 6,553,812 | 20.72% | 7,140,942 | 25.19% | 587,130 | 8.96% | 6,671,983 | 21.41% | (468,959) | -6.57% |
| 4 | State Support | 2,193,089 | 6.93% | 2,214,700 | 7.81% | 21,611 | 0.99% | 2,214,700 | 7.11% | 0 | 0.00% |
| 5 | Institutional Gender Equity | 976,872 | 3.09% | 976,872 | 3.45% | 0 | 0.00% | 976,872 | 3.14% | 0 | 0.00% |
| 6 | Institutional Support | 358,700 | 1.13% | 346,600 | 1.22% | (12,100) | -3.37% | 346,600 | 1.11% | 0 | 0.00% |
| 7 | NCAA/Conference | 1,835,720 | 5.80% | 1,464,638 | 5.17% | (371,082) | -20.21% | 3,479,137 | 11.17% | 2,014,499 | 137.54% |
| 8 | TV/Radio/Internet | 126,678 | 0.40% | 125,000 | 0.44% | (1,678) | -1.32% | 50,000 | 0.16% | (75,000) | -60.00% |
| 9 | Concessions/program/etc. | 932,558 | 2.95% | 837,603 | 2.95% | (94,955) | -10.18% | 915,135 | 2.94% | 77,532 | 9.26% |
| 10 | Advertising/sponsorship/Royalty | 2,773,179 | 8.77% | 3,279,053 | 11.56% | 505,874 | 18.24% | 3,348,951 | 10.75% | 69,898 | 2.13% |
| 11 | Endowments | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 12 | NCAA/Bowl/World Series | 4,407,144 | 13.94% | 30,000 | 0.11% | (4,377,144) | -99.32% | 149,500 | 0.48% | 119,500 | 398.33% |
| 13 | Other | 803,891 | 2.54% | 607,100 | 2.14% | (196,791) | -24.48% | 640,010 | 2.05% | 32,910 | 5.42% |
| 14 | Total General Revenue | 23,941,699 | 75.71% | 20,226,974 | 71.34% | (3,714,725) | -15.52% | 22,078,984 | 70.86% | 1,852,010 | 9.16% |
| 15 | **Revenue By Sport:** | | | | | | | | | | |
| 16 | **Men's Programs:** | | | | | | | | | | |
| 17 | Football | | | | | | | | | | |
| 18 | Ticket Sales | 6,657,518 | 21.05% | 5,965,926 | 21.04% | (691,592) | -10.39% | 6,291,984 | 20.19% | 326,058 | 5.47% |
| 19 | Game Guarantees | 450,000 | 1.42% | 1,450,000 | 5.11% | 1,000,000 | 222.22% | 2,200,000 | 7.06% | 750,000 | 51.72% |
| 20 | Other (Tourn/Bowl/Conf) | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 21 | Basketball | | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 0.00% |
| 22 | Ticket Sales | 373,570 | 1.18% | 541,012 | 1.91% | 167,442 | 44.82% | 552,176 | 1.77% | 11,164 | 2.06% |
| 23 | Game Guarantees | 130,000 | 0.41% | 135,000 | 0.48% | 5,000 | 3.85% | 0 | 0.00% | (135,000) | -100.00% |
| 24 | Other (Tourn/Bowl/Conf) | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 25 | Track & Field/Cross Country | 3,658 | 0.01% | 2,588 | 0.01% | (1,070) | -29.25% | 2,588 | 0.01% | 0 | 0.00% |
| 26 | Tennis | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 27 | Baseball Ticket Sales | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 28 | Wrestling | 23,431 | 0.07% | 4,313 | 0.02% | (19,118) | -81.59% | 4,313 | 0.01% | 0 | 0.00% |
| 29 | Golf | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 30 | Volleyball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 31 | Total Men's Sport Revenue | 7,638,177 | 24.15% | 8,098,839 | 28.56% | 460,662 | 6.03% | 9,051,061 | 29.05% | 952,222 | 11.76% |
| 32 | **Women's Programs** | | | | | | | | | | |
| 33 | Volleyball | | | | | | | | | | |
| 34 | Ticket Sales | 5,284 | 0.02% | 3,738 | 0.01% | (1,546) | -29.26% | 3,738 | 0.01% | 0 | 0.00% |
| 35 | Game Guarantees | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 36 | Other (Tourn/Bowl/Conf) | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 37 | Basketball | | | | | | 0.00% | | | | 0.00% |
| 38 | Ticket Sales | 13,596 | 0.04% | 5,628 | 0.02% | (7,968) | -58.61% | 5,628 | 0.02% | 0 | 0.00% |
| 39 | Game Guarantees | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 40 | Other (Tourn/Bowl/Conf) | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 41 | Track & Field/Cross Country | 3,658 | 0.01% | 2,588 | 0.01% | (1,070) | -29.25% | 2,588 | 0.01% | 0 | 0.00% |
| 42 | Tennis | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 43 | Gymnastics | 8,128 | 0.03% | 5,751 | 0.02% | (2,377) | -29.24% | 5,751 | 0.02% | 0 | 0.00% |
| 44 | Golf | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 45 | Soccer | 8,128 | 0.03% | 5,751 | 0.02% | (2,377) | -29.24% | 5,751 | 0.02% | 0 | 0.00% |
| 46 | Softball | 5,690 | 0.02% | 4,025 | 0.01% | (1,665) | -29.26% | 4,025 | 0.01% | 0 | 0.00% |
| 47 | Skiing | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 48 | Swimming | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 49 | Total Women's Sport Rev | 44,484 | 0.14% | 27,481 | 0.10% | (17,003) | -38.22% | 27,481 | 0.09% | 0 | 0.00% |
| 50 | **Total Revenue** | 31,624,360 | 100.00% | 28,353,294 | 100.00% | (3,271,066) | -10.34% | 31,157,526 | 100.00% | 2,804,232 | 9.89% |

**Boise State University**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 51 | **Expenditures by Sport** | | | | | | | | | | |
| 52 | **Administrative and General** | | | | | | | | | | |
| 53 | Athletic Director Office | 1,316,953 | 4.17% | 1,487,354 | 5.25% | 170,401 | 12.94% | 1,555,105 | 5.03% | 67,751 | 4.56% |
| 54 | Fund Raising Office | 1,161,260 | 3.67% | 648,323 | 2.29% | (512,937) | -44.17% | 739,802 | 2.39% | 91,479 | 14.11% |
| 55 | Academics Support | 1,008,813 | 3.19% | 902,498 | 3.18% | (106,315) | -10.54% | 1,125,767 | 3.64% | 223,269 | 24.74% |
| 56 | Media Relations | 323,729 | 1.02% | 310,631 | 1.10% | (13,098) | -4.05% | 317,834 | 1.03% | 7,203 | 2.32% |
| 57 | Marketing and Promotions | 758,911 | 2.40% | 474,563 | 1.67% | (284,348) | -37.47% | 403,149 | 1.30% | (71,414) | -15.05% |
| 58 | Ticket Office | 300,717 | 0.95% | 293,316 | 1.03% | (7,401) | -2.46% | 350,247 | 1.13% | 56,931 | 19.41% |
| 59 | Athletic Training Room | 549,045 | 1.74% | 569,967 | 2.01% | 20,922 | 3.81% | 587,236 | 1.90% | 17,269 | 3.03% |
| 60 | Memberships and Dues | 482,578 | 1.53% | 510,287 | 1.80% | 27,709 | 5.74% | 505,857 | 1.64% | (4,430) | -0.87% |
| 61 | Facilities Mtn & Debt Service | 4,892,422 | 15.47% | 6,053,867 | 21.36% | 1,161,445 | 23.74% | 6,561,084 | 21.22% | 507,217 | 8.38% |
| 62 | Capital Improvements | 685,863 | 2.17% | 0 | 0.00% | (685,863) | -100.00% | | 0.00% | 0 | 0.00% |
| 63 | NCAA/Special Event/Bowls | 3,954,459 | 12.51% | 21,095 | 0.07% | (3,933,364) | -99.47% | 170,835 | 0.55% | 149,740 | 709.84% |
| 64 | Other Miscellaneous | 1,874,379 | 5.93% | 2,224,217 | 7.85% | 349,838 | 18.66% | 2,894,084 | 9.36% | 669,867 | 30.12% |
| 65 | **Total Admin & General** | 17,309,129 | 54.74% | 13,496,118 | 47.62% | (3,813,011) | -22.03% | 15,211,000 | 49.19% | 1,714,882 | 12.71% |
| 66 | | | | | | | | | | | |
| 67 | **Men's Programs:** | | | | | | | | | | |
| 68 | Football | 6,850,395 | 21.67% | 7,148,627 | 25.22% | 298,232 | 4.35% | 8,110,865 | 26.23% | 962,238 | 13.46% |
| 69 | Basketball | 1,529,235 | 4.84% | 1,884,211 | 6.65% | 354,976 | 23.21% | 1,515,838 | 4.90% | (368,373) | -19.55% |
| 70 | Track & Field/Cross Country | 484,007 | 1.53% | 486,425 | 1.72% | 2,418 | 0.50% | 481,086 | 1.56% | (5,339) | -1.10% |
| 71 | Tennis | 381,888 | 1.21% | 277,920 | 0.98% | (103,968) | -27.22% | 284,223 | 0.92% | 6,303 | 2.27% |
| 72 | Baseball | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 73 | Wrestling | 497,694 | 1.57% | 416,847 | 1.47% | (80,847) | -16.24% | 434,806 | 1.41% | 17,959 | 4.31% |
| 74 | Golf | 162,284 | 0.51% | 164,513 | 0.58% | 2,229 | 1.37% | 169,075 | 0.55% | 4,562 | 2.77% |
| 75 | Volleyball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 76 | Rodeo | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 77 | **Total Men's Programs** | 9,905,503 | 31.33% | 10,378,543 | 36.62% | 473,040 | 4.78% | 10,995,893 | 35.56% | 617,350 | 5.95% |
| 78 | | | | | | | | | | | |
| 79 | **Women's Programs** | | | | | | | | | | |
| 80 | Volleyball | 456,679 | 1.44% | 523,099 | 1.85% | 66,420 | 14.54% | 545,182 | 1.76% | 22,083 | 4.22% |
| 81 | Basketball | 933,985 | 2.95% | 1,025,971 | 3.62% | 91,986 | 9.85% | 1,073,132 | 3.47% | 47,161 | 4.60% |
| 82 | Track & Field/Cross Country | 558,720 | 1.77% | 571,836 | 2.02% | 13,116 | 2.35% | 565,691 | 1.83% | (6,145) | -1.07% |
| 83 | Tennis | 353,075 | 1.12% | 280,805 | 0.99% | (72,270) | -20.47% | 251,195 | 0.81% | (29,610) | -10.54% |
| 84 | Gymnastics | 561,430 | 1.78% | 455,468 | 1.61% | (105,962) | -18.87% | 490,483 | 1.59% | 35,015 | 7.69% |
| 85 | Golf | 202,557 | 0.64% | 184,676 | 0.65% | (17,881) | -8.83% | 190,065 | 0.61% | 5,389 | 2.92% |
| 86 | Soccer | 473,646 | 1.50% | 453,380 | 1.60% | (20,266) | -4.28% | 483,387 | 1.56% | 30,007 | 6.62% |
| 87 | Softball | 433,678 | 1.37% | 487,355 | 1.72% | 53,677 | 12.38% | 560,822 | 1.81% | 73,467 | 15.07% |
| 88 | Skiing | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 89 | Swimming | 429,614 | 1.36% | 485,652 | 1.71% | 56,038 | 13.04% | 558,983 | 1.81% | 73,331 | 15.10% |
| 90 | Rodeo/New Sport | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 91 | **Total Women's Programs** | 4,403,384 | 13.93% | 4,468,242 | 15.76% | 64,858 | 1.47% | 4,718,940 | 15.26% | 250,698 | 5.61% |
| 92 | | | | | | | | | | | |
| 93 | **Total Expenditures** | 31,618,016 | 100.00% | 28,342,903 | 100.00% | (3,275,113) | -10.36% | 30,925,833 | 100.00% | 2,582,930 | 9.11% |

**Idaho State University**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 1 | **Revenue:** | | | | | | | | | | |
| 2 | **Program Revenue:** | | | | | | | | | | |
| 3 | Ticket Sales | 253,108 | 2.38% | 219,509 | 2.13% | (33,599) | -13.27% | 235,700 | 2.37% | 16,191 | 7.38% |
| 4 | Guarantees | 1,330,402 | 12.49% | 1,158,000 | 11.24% | (172,402) | -12.96% | 1,067,000 | 10.72% | (91,000) | -7.86% |
| 5 | Contributions | 382,833 | 3.59% | 428,500 | 4.16% | 45,667 | 11.93% | 280,200 | 2.82% | (148,300) | -34.61% |
| 6 | NCAA/Conference/Tournaments | 642,292 | 6.03% | 516,831 | 5.02% | (125,461) | -19.53% | 434,000 | 4.36% | (82,831) | -16.03% |
| 7 | TV/Radio/Internet Rights | 8,559 | 0.08% | 0 | 0.00% | (8,559) | -100.00% | 0 | 0.00% | 0 | 0.00% |
| 8 | Program/Novelty Sales, Concessionns, Parking | 17,000 | 0.16% | 17,500 | 0.17% | 500 | 2.94% | 17,000 | 0.17% | (500) | -2.86% |
| 9 | Royalty, Advertisement, Sponsorship | 498,620 | 4.68% | 492,120 | 4.78% | (6,500) | -1.30% | 505,750 | 5.08% | 13,630 | 2.77% |
| 10 | Endowment/Investment Income | 23,710 | 0.22% | 30,650 | 0.30% | 6,940 | 29.27% | 23,140 | 0.23% | (7,510) | -24.50% |
| 11 | Other | 98,973 | 0.93% | 129,369 | 1.26% | 30,396 | 30.71% | 60,079 | 0.60% | (69,290) | -53.56% |
| 12 | Total Program Revenue | 3,255,497 | 30.56% | 2,992,479 | 29.06% | (263,018) | -8.08% | 2,622,869 | 26.36% | (369,610) | -12.35% |
| 13 | **Non-Program Revenue:** | | | | | | | | | | |
| 14 | NCAA/Bowl/World Series | 720 | 0.01% | 0 | 0.00% | (720) | -100.00% | 0 | 0.00% | 0 | 0.00% |
| 15 | Student Fees | 2,191,453 | 20.57% | 2,091,523 | 20.31% | (99,930) | -4.56% | 2,136,470 | 21.47% | 44,947 | 2.15% |
| 16 | Direct State/Govt Support | 2,262,900 | 21.24% | 2,214,700 | 21.50% | (48,200) | -2.13% | 2,214,700 | 22.26% | 0 | 0.00% |
| 17 | Gender Equity - Appropriated Funds | 646,500 | 6.07% | 721,500 | 7.01% | 75,000 | 11.60% | 646,500 | 6.50% | (75,000) | -10.40% |
| 18 | Direct Institutional Support | 374,000 | 3.51% | 485,100 | 4.71% | 111,100 | 29.71% | 485,100 | 4.88% | 0 | 0.00% |
| 19 | Subtotal State/Institutional Support | 3,283,400 | 30.82% | 3,421,300 | 33.22% | 137,900 | 4.20% | 3,346,300 | 33.63% | (75,000) | -2.19% |
| 20 | Total Non-Program Revenue | 5,475,573 | 51.40% | 5,512,823 | 53.53% | 37,250 | 0.68% | 5,482,770 | 55.11% | (30,053) | -0.55% |
| 21 | Subtotal Operating Revenue | 8,731,070 | 81.95% | 8,505,302 | 82.59% | (225,768) | -2.59% | 8,105,639 | 81.47% | (399,663) | |
| 22 | **Non-Cash Revenue** | | | | | | | | | | |
| 23 | Third Party Support | 42,013 | 0.39% | 35,000 | 0.34% | (7,013) | -16.69% | 35,000 | 0.35% | 0 | 0.00% |
| 24 | Indirect Institutional Support | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 25 | Non-Cash Revenue | 629,269 | 5.91% | 600,000 | 5.83% | (29,269) | -4.65% | 600,000 | 6.03% | 0 | 0.00% |
| 26 | Out-of-State Tuition Revenue | 1,251,295 | 11.75% | 1,158,372 | 11.25% | (92,923) | -7.43% | 1,208,782 | 12.15% | 50,410 | 4.35% |
| 27 | Subtotal Non-Cash Revenue | 1,922,577 | 18.05% | 1,793,372 | 17.41% | (129,205) | -6.72% | 1,843,782 | 18.53% | 50,410 | 2.81% |
| 28 | **Total Revenue:** | 10,653,647 | 100.00% | 10,298,674 | 100.00% | (354,973) | -3.33% | 9,949,421 | 100.00% | (349,253) | -3.39% |
| 29 | | | | | | | | | | | |
| 30 | **Expenditures** | | | | | | | | | | |
| 31 | **Operating Expenditures:** | | | | | | | | | | |
| 32 | Athletics Student Aid | 1,821,964 | 18.25% | 2,060,464 | 20.06% | 238,500 | 13.09% | 2,104,506 | 20.99% | 44,042 | 2.14% |
| 33 | Guarantees | 230,667 | 2.31% | 49,500 | 0.48% | (181,167) | -78.54% | 61,000 | 0.61% | 11,500 | 23.23% |
| 34 | Coaching Salary/Benefits | 1,822,432 | 18.25% | 2,124,689 | 20.69% | 302,257 | 16.59% | 1,986,501 | 19.81% | (138,188) | -6.50% |
| 35 | Admin Staff Salary/Benefits | 1,398,814 | 14.01% | 1,495,919 | 14.57% | 97,105 | 6.94% | 1,372,526 | 13.69% | (123,393) | -8.25% |
| 36 | Severence Payments | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 37 | Recruiting | 308,441 | 3.09% | 218,803 | 2.13% | (89,638) | -29.06% | 243,803 | 2.43% | 25,000 | 11.43% |
| 38 | Team Travel | 830,424 | 8.32% | 750,411 | 7.31% | (80,013) | -9.64% | 839,461 | 8.37% | 89,050 | 11.87% |
| 39 | Equipment, Uniforms and Supplies | 249,711 | 2.50% | 253,518 | 2.47% | 3,807 | 1.52% | 267,941 | 2.67% | 14,423 | 5.69% |
| 40 | Game Expenses | 268,359 | 2.69% | 237,840 | 2.32% | (30,519) | -11.37% | 237,840 | 2.37% | 0 | 0.00% |
| 41 | Fund Raising, Marketing, Promotion | 122,220 | 1.22% | 165,248 | 1.61% | 43,028 | 35.21% | 165,248 | 1.65% | 0 | 0.00% |
| 42 | Direct Facilities/Maint/Rentals | 204,111 | 2.04% | 143,042 | 1.39% | (61,069) | -29.92% | 143,042 | 1.43% | 0 | 0.00% |
| 43 | Debt Service on Facilities | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 44 | Spirit Groups | 54,421 | 0.55% | 42,437 | 0.41% | (11,984) | -22.02% | 0 | 0.00% | (42,437) | -100.00% |
| 45 | Medical Expenses & Insurance | 325,110 | 3.26% | 282,810 | 2.75% | (42,300) | -13.01% | 272,810 | 2.72% | (10,000) | -3.54% |
| 46 | Memberships & Dues | 39,062 | 0.39% | 48,000 | 0.47% | 8,938 | 22.88% | 48,000 | 0.48% | 0 | 0.00% |
| 47 | NCAA/Special Event/Bowls | 762 | 0.01% | 0 | 0.00% | (762) | -100.00% | 0 | 0.00% | 0 | 0.00% |
| 48 | Other Operating Expenses | 385,075 | 3.86% | 603,291 | 5.87% | 218,216 | 56.67% | 439,535 | 4.38% | (163,756) | -27.14% |
| 49 | Subtotal Operating Expenditures | 8,061,573 | 80.74% | 8,475,972 | 82.54% | 414,399 | 5.14% | 8,182,213 | 81.61% | (293,759) | -3.47% |
| 50 | **Non-Cash Expenditures** | | | | | | | | | | |
| 51 | 3rd Party Coaches Compensation | 37,484 | 0.38% | 30,000 | 0.29% | (7,484) | -19.97% | 30,000 | 0.30% | 0 | 0.00% |
| 52 | 3rd Party Admin Staff Compensation | 4,529 | 0.05% | 5,000 | 0.05% | 471 | 10.40% | 5,000 | 0.05% | 0 | 0.00% |
| 53 | Indirect Facilities & Admin Support | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 54 | Non-Cash Expense | 629,269 | 6.30% | 600,000 | 5.84% | (29,269) | -4.65% | 600,000 | 5.98% | 0 | 0.00% |
| 55 | Out-of-State Tuition Expense | 1,251,295 | 12.53% | 1,158,372 | 11.28% | (92,923) | -7.43% | 1,208,782 | 12.06% | 50,410 | 4.35% |
| 56 | Subtotal Non-Cash Expenditures | 1,922,577 | 19.26% | 1,793,372 | 17.46% | (129,205) | -6.72% | 1,843,782 | 18.39% | 50,410 | 2.81% |
| 57 | **Total Expenditures:** | 9,984,150 | 100.00% | 10,269,344 | 100.00% | 285,194 | 2.86% | 10,025,995 | 100.00% | (243,349) | -2.37% |

**Idaho State University**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 58 | | | | | | | | | | | |
| 59 | **Net Income/(deficit)** | 669,497 | | 29,330 | | (640,167) | -95.62% | (76,574) | | (105,904) | -361.08% |
| 60 | | | | | | | | | | | |
| 61 | **Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)** | 1,368,637 | | 1,397,967 | | 29,330 | 2.14% | 1,321,393 | | (76,574) | -5.48% |
| 62 | | | | | | | | | | | |
| 63 | **Sport Camps & Clinics** | | | | | | | | | | |
| 64 | Revenue | 197,065 | | 150,000 | | (47,065) | -23.88% | 150,000 | 1.50% | 0 | 0.00% |
| 65 | Coach Compensation from Camp | 104,025 | | 90,000 | | (14,025) | -13.48% | 90,000 | 0.90% | 0 | 0.00% |
| 66 | Camp Expenses | 137,041 | | 60,000 | | (77,041) | -56.22% | 60,000 | 0.60% | 0 | 0.00% |
| 67 | Total Expenses | 241,066 | | 150,000 | | (91,066) | -37.78% | 150,000 | 1.50% | 0 | 0.00% |
| 68 | | | | | | | | | | | |
| 69 | Net Income from Camps | -44,001 | | 0 | | 44,001 | -100.00% | 0 | | 0 | 0.00% |

**Idaho State University**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| | **Revenue by Program:** | | | | | | | | | | |
| 1 | **General Revenue:** | | | | | | | | | | |
| 2 | Student Fees | 2,191,453 | 25.10% | 2,091,523 | 24.59% | (99,930) | -4.56% | 2,136,470 | 26.36% | 44,947 | 2.15% |
| 3 | Contributions | 382,833 | 4.38% | 428,500 | 5.04% | 45,667 | 11.93% | 280,200 | 3.46% | (148,300) | -34.61% |
| 4 | State Support | 2,262,900 | 25.92% | 2,214,700 | 26.04% | (48,200) | -2.13% | 2,214,700 | 27.32% | 0 | 0.00% |
| 5 | Institutional Gender Equity | 646,500 | 7.40% | 721,500 | 8.48% | 75,000 | 11.60% | 646,500 | 7.98% | (75,000) | -10.40% |
| 6 | Institutional Support | 374,000 | 4.28% | 485,100 | 5.70% | 111,100 | 29.71% | 485,100 | 5.98% | 0 | 0.00% |
| 7 | NCAA/Conference | 642,292 | 7.36% | 516,831 | 6.08% | (125,461) | -19.53% | 434,000 | 5.35% | (82,831) | -16.03% |
| 8 | TV/Radio/Internet | 8,559 | 0.10% | 0 | 0.00% | (8,559) | -100.00% | 0 | 0.00% | 0 | 0.00% |
| 9 | Concessions/program/etc. | 17,000 | 0.19% | 17,000 | 0.20% | 0 | 0.00% | 17,000 | 0.21% | 0 | 0.00% |
| 10 | Advertising/sponsorship/Royalty | 498,620 | 5.71% | 492,120 | 5.79% | (6,500) | -1.30% | 505,750 | 6.24% | 13,630 | 2.77% |
| 11 | Endowments | 23,710 | 0.27% | 30,650 | 0.36% | 6,940 | 29.27% | 23,140 | 0.29% | (7,510) | -24.50% |
| 12 | NCAA/Bowl/World Series | 720 | 0.01% | 0 | 0.00% | (720) | -100.00% | 0 | 0.00% | 0 | 0.00% |
| 13 | Other | 98,973 | 1.13% | 121,313 | 1.43% | 22,340 | 22.57% | 60,079 | 0.74% | (61,234) | -50.48% |
| 14 | Total General Revenue | 7,147,560 | 81.86% | 7,119,237 | 83.70% | (28,323) | -0.40% | 6,802,939 | 83.93% | (316,298) | -4.44% |
| 15 | **Revenue By Sport:** | | | | | | | | | | |
| 16 | **Men's Programs:** | | | | | | | | | | |
| 17 | Football | | | | | | | | | | |
| 18 | Ticket Sales | 124,521 | 1.43% | 104,659 | 1.23% | (19,862) | -15.95% | 120,000 | 1.48% | 15,341 | 14.66% |
| 19 | Game Guarantees | 899,902 | 10.31% | 725,000 | 8.52% | (174,902) | -19.44% | 720,000 | 8.88% | (5,000) | -0.69% |
| 20 | Other (Tourn/Bowl/Conf) | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 21 | Basketball | | | | | | | | | | |
| 22 | Ticket Sales | 100,082 | 1.15% | 83,500 | 0.98% | (16,582) | -16.57% | 83,500 | 1.03% | 0 | 0.00% |
| 23 | Game Guarantees | 360,000 | 4.12% | 368,000 | 4.33% | 8,000 | 2.22% | 303,000 | 3.74% | (65,000) | -17.66% |
| 24 | Other (Tourn/Bowl/Conf) | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 25 | Track & Field/Cross Country | 2,710 | 0.03% | 2,000 | 0.02% | (710) | -26.20% | 2,000 | 0.02% | 0 | 0.00% |
| 26 | Tennis | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 27 | Baseball Ticket Sales | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 28 | Wrestling | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 29 | Golf | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 30 | Volleyball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 31 | Total Men's Sport Revenue | 1,487,215 | 17.03% | 1,283,159 | 15.09% | (204,056) | -13.72% | 1,228,500 | 15.16% | (54,659) | -4.26% |
| 32 | **Women's Programs** | | | | | | | | | | |
| 33 | Volleyball | | | | | | | | | | |
| 34 | Ticket Sales | 3,449 | 0.04% | 3,853 | 0.05% | 404 | 11.71% | 3,200 | 0.04% | (653) | -16.95% |
| 35 | Game Guarantees | 2,000 | 0.02% | 4,000 | 0.05% | 2,000 | 100.00% | | 0.00% | (4,000) | -100.00% |
| 36 | Other (Tourn/Bowl/Conf) | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 37 | Basketball | | | | | | 0.00% | | | | 0.00% |
| 38 | Ticket Sales | 18,184 | 0.21% | 19,200 | 0.23% | 1,016 | 5.59% | 21,000 | 0.26% | 1,800 | 9.38% |
| 39 | Game Guarantees | 65,000 | 0.74% | 65,000 | 0.76% | 0 | 0.00% | 44,000 | 0.54% | (21,000) | -32.31% |
| 40 | Other (Tourn/Bowl/Conf) | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 41 | Track & Field/Cross Country | 2,710 | 0.03% | 2,000 | 0.02% | (710) | -26.20% | 2,000 | 0.02% | 0 | 0.00% |
| 42 | Tennis | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 43 | Gymnastics | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 44 | Golf | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 45 | Soccer | 4,952 | 0.06% | 8,853 | 0.10% | 3,901 | 78.78% | 4,000 | 0.05% | (4,853) | -54.82% |
| 46 | Softball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 47 | Skiing | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 48 | Swimming | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 49 | Total Women's Sport Rev | 96,295 | 1.10% | 102,906 | 1.21% | 6,611 | 6.87% | 74,200 | 0.92% | (28,706) | -27.90% |
| 50 | **Total Revenue** | 8,731,070 | 100.00% | 8,505,302 | 100.00% | (225,768) | -2.59% | 8,105,639 | 100.00% | (399,663) | -4.70% |

**Idaho State University**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 51 | **Expenditures by Sport** | | | | | | | | | | |
| 52 | **Administrative and General** | | | | | | | | | | |
| 53 | Athletic Director Office | 725,477 | 9.00% | 737,749 | 8.70% | 12,272 | 1.69% | 653,487 | 7.99% | (84,262) | -11.42% |
| 54 | Fund Raising Office | 171,829 | 2.13% | 192,155 | 2.27% | 20,326 | 11.83% | 195,061 | 2.38% | 2,906 | 1.51% |
| 55 | Academics Support | 253,551 | 3.15% | 226,532 | 2.67% | (27,019) | -10.66% | 202,207 | 2.47% | (24,325) | -10.74% |
| 56 | Media Relations | 187,813 | 2.33% | 193,181 | 2.28% | 5,368 | 2.86% | 174,266 | 2.13% | (18,915) | -9.79% |
| 57 | Marketing and Promotions | 235,799 | 2.92% | 194,658 | 2.30% | (41,141) | -17.45% | 177,611 | 2.17% | (17,047) | -8.76% |
| 58 | Ticket Office | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 59 | Athletic Training Room | 276,778 | 3.43% | 282,787 | 3.34% | 6,009 | 2.17% | 282,787 | 3.46% | 0 | 0.00% |
| 60 | Memberships and Dues | 39,062 | 0.48% | 35,000 | 0.41% | (4,062) | -10.40% | 35,000 | 0.43% | 0 | 0.00% |
| 61 | Facilities Mtn & Debt Service | 85,000 | 1.05% | 85,000 | 1.00% | 0 | 0.00% | 85,000 | 1.04% | 0 | 0.00% |
| 62 | Capital Improvements | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 63 | NCAA/Special Event/Bowls | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 64 | Other Miscellaneous | 502,292 | 6.23% | 751,383 | 8.86% | 249,091 | 49.59% | 472,925 | 5.78% | (278,458) | -37.06% |
| 65 | **Total Admin & General** | 2,477,601 | 30.73% | 2,698,445 | 31.84% | 220,844 | 8.91% | 2,278,344 | 27.85% | (420,101) | -15.57% |
| 66 | | | | | | | | | | | |
| 67 | **Men's Programs:** | | | | | | | | | | |
| 68 | Football | 2,107,695 | 26.14% | 2,145,946 | 25.32% | 38,251 | 1.81% | 2,227,311 | 27.22% | 81,365 | 3.79% |
| 69 | Basketball | 860,818 | 10.68% | 882,219 | 10.41% | 21,401 | 2.49% | 782,822 | 9.57% | (99,397) | -11.27% |
| 70 | Track & Field/Cross Country | 288,551 | 3.58% | 285,191 | 3.36% | (3,360) | -1.16% | 301,501 | 3.68% | 16,310 | 5.72% |
| 71 | Tennis | 97,807 | 1.21% | 103,819 | 1.22% | 6,012 | 6.15% | 103,301 | 1.26% | (518) | -0.50% |
| 72 | Baseball | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 73 | Wrestling | 0 | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 74 | Golf | 4,817 | 0.06% | 0 | 0.00% | (4,817) | -100.00% | | 0.00% | 0 | 0.00% |
| 75 | Volleyball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 76 | Rodeo | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 77 | **Total Men's Programs** | 3,359,688 | 41.68% | 3,417,175 | 40.32% | 57,487 | 1.71% | 3,414,935 | 41.74% | (2,240) | -0.07% |
| 78 | | | | | | | | | | | |
| 79 | **Women's Programs** | | | | | | | | | | |
| 80 | Volleyball | 362,629 | 4.50% | 383,626 | 4.53% | 20,997 | 5.79% | 383,394 | 4.69% | (232) | -0.06% |
| 81 | Basketball | 602,524 | 7.47% | 616,847 | 7.28% | 14,323 | 2.38% | 665,407 | 8.13% | 48,560 | 7.87% |
| 82 | Track & Field/Cross Country | 344,213 | 4.27% | 404,906 | 4.78% | 60,693 | 17.63% | 414,541 | 5.07% | 9,635 | 2.38% |
| 83 | Tennis | 113,820 | 1.41% | 133,371 | 1.57% | 19,551 | 17.18% | 150,792 | 1.84% | 17,421 | 13.06% |
| 84 | Gymnastics | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 85 | Golf | 110,715 | 1.37% | 94,973 | 1.12% | (15,742) | -14.22% | 120,027 | 1.47% | 25,054 | 26.38% |
| 86 | Soccer | 394,806 | 4.90% | 403,526 | 4.76% | 8,720 | 2.21% | 424,564 | 5.19% | 21,038 | 5.21% |
| 87 | Softball | 295,577 | 3.67% | 323,103 | 3.81% | 27,526 | 9.31% | 330,209 | 4.04% | 7,106 | 2.20% |
| 88 | Skiing | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 89 | Swimming | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 90 | Rodeo/New Sport | | 0.00% | | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 91 | **Total Women's Programs** | 2,224,284 | 27.59% | 2,360,352 | 27.85% | 136,068 | 6.12% | 2,488,934 | 30.42% | 128,582 | 5.45% |
| 92 | | | | | | | | | | | |
| 93 | **Total Expenditures** | 8,061,573 | 100.00% | 8,475,972 | 100.00% | 414,399 | 5.14% | 8,182,213 | 100.00% | (293,759) | -3.47% |

**University of Idaho**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 1 | **Revenue:** | | | | | | | | | | |
| 2 | **Program Revenue:** | | | | | | | | | | |
| 3 | Ticket Sales | 700,856 | 4.51% | 1,015,909 | 5.95% | 315,053 | 44.95% | 596,250 | 3.34% | (419,659) | -41.31% |
| 4 | Guarantees | 804,000 | 5.17% | 1,064,000 | 6.24% | 260,000 | 32.34% | 2,184,000 | 12.25% | 1,120,000 | 105.26% |
| 5 | Contributions | 2,354,627 | 15.15% | 2,225,905 | 13.05% | (128,722) | -5.47% | 2,618,714 | 14.68% | 392,809 | 17.65% |
| 6 | NCAA/Conference/Tournaments | 1,578,852 | 10.16% | 1,974,252 | 11.57% | 395,400 | 25.04% | 1,480,073 | 8.30% | (494,179) | -25.03% |
| 7 | TV/Radio/Internet Rights | 50,000 | 0.32% | 50,000 | 0.29% | 0 | 0.00% | 50,000 | 0.28% | 0 | 0.00% |
| 8 | Program/Novelty Sales, Concessionns, Parking | 48,925 | 0.31% | 35,755 | 0.21% | (13,170) | -26.92% | 34,250 | 0.19% | (1,505) | -4.21% |
| 9 | Royalty, Advertisement, Sponsorship | 396,999 | 2.55% | 389,799 | 2.28% | (7,200) | -1.81% | 912,500 | 5.12% | 522,701 | 134.10% |
| 10 | Endowment/Investment Income | 265,469 | 1.71% | 231,742 | 1.36% | (33,727) | -12.70% | 224,645 | 1.26% | (7,097) | -3.06% |
| 11 | Other | 77,003 | 0.50% | 215,558 | 1.26% | 138,555 | 179.93% | 504,500 | 2.83% | 288,942 | 134.04% |
| 12 | Total Program Revenue | 6,276,731 | 40.38% | 7,202,920 | 42.22% | 926,189 | 14.76% | 8,604,932 | 48.25% | 1,402,012 | 19.46% |
| 13 | **Non-Program Revenue:** | | | | | | | | | | |
| 14 | NCAA/Bowl/World Series | 400,000 | 2.57% | 0 | 0.00% | (400,000) | -100.00% | | 0.00% | 0 | 0.00% |
| 15 | Student Fees | 2,218,219 | 14.27% | 2,318,896 | 13.59% | 100,677 | 4.54% | 2,335,025 | 13.09% | 16,129 | 0.70% |
| 16 | Direct State/Govt Support | 2,246,527 | 14.45% | 2,214,700 | 12.98% | (31,827) | -1.42% | 2,214,700 | 12.42% | 0 | 0.00% |
| 17 | Gender Equity - Appropriated Funds | 846,560 | 5.45% | 1,632,885 | 9.57% | 786,325 | 92.88% | 846,560 | 4.75% | (786,325) | -48.16% |
| 18 | Direct Institutional Support | 717,400 | 4.61% | 617,506 | 3.62% | (99,894) | -13.92% | 666,530 | 3.74% | 49,024 | 7.94% |
| 19 | Subtotal State/Institutional Support | 3,810,487 | 24.51% | 4,465,091 | 26.17% | 654,604 | 17.18% | 3,727,790 | 20.90% | (737,301) | -16.51% |
| 20 | Total Non-Program Revenue | 6,428,706 | 41.35% | 6,783,987 | 39.77% | 355,281 | 5.53% | 6,062,815 | 33.99% | (721,172) | -10.63% |
| 21 | Subtotal Operating Revenue | 12,705,437 | 81.73% | 13,986,907 | 81.99% | 1,281,470 | 10.09% | 14,667,747 | 82.24% | 680,840 | |
| 22 | **Non-Cash Revenue** | | | | | | | | | | |
| 23 | Third Party Support | 270,100 | 1.74% | 381,000 | 2.23% | 110,900 | 41.06% | 387,300 | 2.17% | 6,300 | 1.65% |
| 24 | Indirect Institutional Support | 305,244 | 1.96% | 342,208 | 2.01% | 36,964 | 12.11% | 390,817 | 2.19% | 48,609 | 14.20% |
| 25 | Non-Cash Revenue | 421,655 | 2.71% | 500,000 | 2.93% | 78,345 | 18.58% | 539,460 | 3.02% | 39,460 | 7.89% |
| 26 | Out-of-State Tuition Revenue | 1,843,208 | 11.86% | 1,850,000 | 10.84% | 6,792 | 0.37% | 1,850,000 | 10.37% | 0 | 0.00% |
| 27 | Subtotal Non-Cash Revenue | 2,840,207 | 18.27% | 3,073,208 | 18.01% | 233,001 | 8.20% | 3,167,577 | 17.76% | 94,369 | 3.07% |
| 28 | **Total Revenue:** | 15,545,644 | 100.00% | 17,060,115 | 100.00% | 1,514,471 | 9.74% | 17,835,324 | 100.00% | 775,209 | 4.54% |
| 29 | | | | | | | | | | | |
| 30 | **Expenditures** | | | | | | | | | | |
| 31 | **Operating Expenditures:** | | | | | | | | | | |
| 32 | Athletics Student Aid | 2,850,642 | 18.38% | 2,835,494 | 16.79% | (15,148) | -0.53% | 3,143,108 | 17.63% | 307,614 | 10.85% |
| 33 | Guarantees | 138,132 | 0.89% | 264,800 | 1.57% | 126,668 | 91.70% | 313,750 | 1.76% | 48,950 | 18.49% |
| 34 | Coaching Salary/Benefits | 2,539,352 | 16.37% | 2,850,856 | 16.88% | 311,504 | 12.27% | 2,941,306 | 16.50% | 90,450 | 3.17% |
| 35 | Admin Staff Salary/Benefits | 1,904,159 | 12.28% | 1,831,130 | 10.85% | (73,029) | -3.84% | 1,891,455 | 10.61% | 60,325 | 3.29% |
| 36 | Severence Payments | 1,934 | 0.01% | 0 | 0.00% | (1,934) | -100.00% | | 0.00% | 0 | 0.00% |
| 37 | Recruiting | 469,594 | 3.03% | 396,365 | 2.35% | (73,229) | -15.59% | 413,780 | 2.32% | 17,415 | 4.39% |
| 38 | Team Travel | 1,518,534 | 9.79% | 1,752,984 | 10.38% | 234,450 | 15.44% | 1,941,067 | 10.89% | 188,083 | 10.73% |
| 39 | Equipment, Uniforms and Supplies | 373,182 | 2.41% | 493,395 | 2.92% | 120,213 | 32.21% | 548,250 | 3.08% | 54,855 | 11.12% |
| 40 | Game Expenses | 559,545 | 3.61% | 599,415 | 3.55% | 39,870 | 7.13% | 691,906 | 3.88% | 92,491 | 15.43% |
| 41 | Fund Raising, Marketing, Promotion | 207,435 | 1.34% | 194,700 | 1.15% | (12,735) | -6.14% | 222,550 | 1.25% | 27,850 | 14.30% |
| 42 | Direct Facilities/Maint/Rentals | 69,497 | 0.45% | 22,000 | 0.13% | (47,497) | -68.34% | 22,000 | 0.12% | 0 | 0.00% |
| 43 | Debt Service on Facilities | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 44 | Spirit Groups | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 45 | Medical Expenses & Insurance | 332,460 | 2.14% | 394,476 | 2.34% | 62,016 | 18.65% | 376,605 | 2.11% | (17,871) | -4.53% |
| 46 | Memberships & Dues | 414,380 | 2.67% | 409,100 | 2.42% | (5,280) | -1.27% | 409,100 | 2.30% | 0 | 0.00% |
| 47 | NCAA/Special Event/Bowls | 381,917 | 2.46% | 0 | 0.00% | (381,917) | -100.00% | 0 | 0.00% | 0 | 0.00% |
| 48 | Other Operating Expenses | 910,891 | 5.87% | 1,766,213 | 10.46% | 855,322 | 93.90% | 1,743,027 | 9.78% | (23,186) | -1.31% |
| 49 | Subtotal Operating Expenditures | 12,671,654 | 81.69% | 13,810,928 | 81.80% | 1,139,274 | 8.99% | 14,657,904 | 82.23% | 846,976 | 6.13% |
| 50 | **Non-Cash Expenditures** | | | | | | | | | | |
| 51 | 3rd Party Coaches Compensation | 252,600 | 1.63% | 363,500 | 2.15% | 110,900 | 43.90% | 369,800 | 2.07% | 6,300 | 1.73% |
| 52 | 3rd Party Admin Staff Compensation | 17,500 | 0.11% | 17,500 | 0.10% | 0 | 0.00% | 17,500 | 0.10% | 0 | 0.00% |
| 53 | Indirect Facilities & Admin Support | 305,244 | 1.97% | 342,208 | 2.03% | 36,964 | 12.11% | 390,817 | 2.19% | 48,609 | 14.20% |
| 54 | Non-Cash Expense | 421,655 | 2.72% | 500,000 | 2.96% | 78,345 | 18.58% | 539,460 | 3.03% | 39,460 | 7.89% |
| 55 | Out-of-State Tuition Expense | 1,843,208 | 11.88% | 1,850,000 | 10.96% | 6,792 | 0.37% | 1,850,000 | 10.38% | 0 | 0.00% |
| 56 | Subtotal Non-Cash Expenditures | 2,840,207 | 18.31% | 3,073,208 | 18.20% | 233,001 | 8.20% | 3,167,577 | 17.77% | 94,369 | 3.07% |
| 57 | **Total Expenditures:** | 15,511,861 | 100.00% | 16,884,136 | 100.00% | 1,372,275 | 8.85% | 17,825,481 | 100.00% | 941,345 | 5.58% |

**University of Idaho**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **FY10 Act** | **%** | **FY11 Est as of 5/10** | **%** | **Variance 11 Est/10 Act** | **Variance %** | **FY12 Orig Oper Bdgt** | **%** | **Variance 12 Bud/11 Est** | **Variance %** |
| 58 | | | | | | | | | | | |
| 59 | **Net Income/(deficit)** | 33,783 | | 175,979 | | 142,196 | 420.91% | 9,843 | | (166,136) | -94.41% |
| 60 | | | | | | | | | | | |
| 61 | **Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)** | (122,162) | | 53,817 | | 175,979 | -144.05% | 63,660 | | 9,843 | 18.29% |
| 62 | | | | | | | | | | | |
| 63 | **Sport Camps & Clinics** | | | | | | | | | | |
| 64 | Revenue | 137,542 | | 246,050 | | 108,508 | 78.89% | 236,300 | 1.33% | (9,750) | -3.96% |
| 65 | Coach Compensation from Camp | 38,812 | | 62,968 | | 24,156 | 62.24% | 61,828 | 0.35% | (1,140) | -1.81% |
| 66 | Camp Expenses | 107,856 | | 183,082 | | 75,226 | 69.75% | 174,472 | 0.98% | (8,610) | -4.70% |
| 67 | Total Expenses | 146,668 | | 246,050 | | 99,382 | 67.76% | 236,300 | 1.33% | (9,750) | -3.96% |
| 68 | | | | | | | | | | | |
| 69 | Net Income from Camps | -9,126 | | 0 | | 9,126 | -100.00% | 0 | | 0 | 0.00% |

**University of Idaho**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| | **Revenue by Program:** | | | | | | | | | | |
| 1 | **General Revenue:** | | | | | | | | | | |
| 2 | Student Fees | 2,218,219 | 17.46% | 2,318,896 | 16.58% | 100,677 | 4.54% | 2,335,025 | 15.92% | 16,129 | 0.70% |
| 3 | Contributions | 2,354,627 | 18.53% | 2,225,905 | 15.91% | (128,722) | -5.47% | 2,618,714 | 17.85% | 392,809 | 17.65% |
| 4 | State Support | 2,246,527 | 17.68% | 2,214,700 | 15.83% | (31,827) | -1.42% | 2,214,700 | 15.10% | 0 | 0.00% |
| 5 | Institutional Gender Equity | 846,560 | 6.66% | 1,632,885 | 11.67% | 786,325 | 92.88% | 846,560 | 5.77% | (786,325) | -48.16% |
| 6 | Institutional Support | 717,400 | 5.65% | 617,506 | 4.41% | (99,894) | -13.92% | 666,530 | 4.54% | 49,024 | 7.94% |
| 7 | NCAA/Conference | 1,578,852 | 12.43% | 1,974,252 | 14.12% | 395,400 | 25.04% | 1,480,073 | 10.09% | (494,179) | -25.03% |
| 8 | TV/Radio/Internet | 50,000 | 0.39% | 50,000 | 0.36% | 0 | 0.00% | 50,000 | 0.34% | 0 | 0.00% |
| 9 | Concessions/program/etc. | 48,925 | 0.39% | 35,755 | 0.26% | (13,170) | -26.92% | 34,250 | 0.23% | (1,505) | -4.21% |
| 10 | Advertising/sponsorship/Royalty | 396,999 | 3.12% | 389,799 | 2.79% | (7,200) | -1.81% | 912,500 | 6.22% | 522,701 | 134.10% |
| 11 | Endowments | 265,469 | 2.09% | 231,742 | 1.66% | (33,727) | -12.70% | 224,645 | 1.53% | (7,097) | -3.06% |
| 12 | NCAA/Bowl/World Series | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 13 | Other | 77,003 | 0.61% | 215,558 | 1.54% | 138,555 | 179.93% | 504,500 | 3.44% | 288,942 | 134.04% |
| 14 | Total General Revenue | 10,800,581 | 85.01% | 11,906,998 | 85.13% | 1,106,417 | 10.24% | 11,887,497 | 81.05% | (19,501) | -0.16% |
| 15 | **Revenue By Sport:** | | | | | | | | | | |
| 16 | **Men's Programs:** | | | | | | | | | | |
| 17 | Football | | | | | | | | | | |
| 18 | Ticket Sales | 610,058 | 4.80% | 958,307 | 6.85% | 348,249 | 57.08% | 531,250 | 3.62% | (427,057) | -44.56% |
| 19 | Game Guarantees | 725,000 | 5.71% | 950,000 | 6.79% | 225,000 | 31.03% | 2,075,000 | 14.15% | 1,125,000 | 118.42% |
| 20 | Other (Tourn/Bowl/Conf) | 400,000 | 3.15% | | 0.00% | (400,000) | -100.00% | 0 | 0.00% | 0 | 0.00% |
| 21 | Basketball | | | | | | | | | | |
| 22 | Ticket Sales | 72,357 | 0.57% | 50,899 | 0.36% | (21,458) | -29.66% | 50,000 | 0.34% | (899) | -1.77% |
| 23 | Game Guarantees | 65,000 | 0.51% | 90,000 | 0.64% | 25,000 | 38.46% | 77,000 | 0.52% | (13,000) | -14.44% |
| 24 | Other (Tourn/Bowl/Conf) | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 25 | Track & Field/Cross Country | 3,104 | 0.02% | | 0.00% | (3,104) | -100.00% | | 0.00% | 0 | 0.00% |
| 26 | Tennis | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 27 | Baseball Ticket Sales | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 28 | Wrestling | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 29 | Golf | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 30 | Volleyball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 31 | Total Men's Sport Revenue | 1,875,519 | 14.76% | 2,049,206 | 14.65% | 173,687 | 9.26% | 2,733,250 | 18.63% | 684,044 | 33.38% |
| 32 | **Women's Programs** | | | | | | | | | | |
| 33 | Volleyball | | | | | | | | | | |
| 34 | Ticket Sales | 3,869 | 0.03% | 4,589 | 0.03% | 720 | 18.61% | 8,000 | 0.05% | 3,411 | 74.33% |
| 35 | Game Guarantees | | 0.00% | 4,000 | 0.03% | 4,000 | 100.00% | 3,000 | 0.02% | (1,000) | -25.00% |
| 36 | Other (Tourn/Bowl/Conf) | | 0.00% | 0 | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 37 | Basketball | | | | | | 0.00% | | | | 0.00% |
| 38 | Ticket Sales | 8,310 | 0.07% | 2,114 | 0.02% | (6,196) | -74.56% | 7,000 | 0.05% | 4,886 | 231.13% |
| 39 | Game Guarantees | 14,000 | 0.11% | 20,000 | 0.14% | 6,000 | 42.86% | 25,000 | 0.17% | 5,000 | 25.00% |
| 40 | Other (Tourn/Bowl/Conf) | | 0.00% | 0 | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 41 | Track & Field/Cross Country | 3,158 | 0.02% | 0 | 0.00% | (3,158) | -100.00% | | 0.00% | 0 | 0.00% |
| 42 | Tennis | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 43 | Gymnastics | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 44 | Golf | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 45 | Soccer | | 0.00% | | 0.00% | 0 | 0.00% | 4,000 | 0.03% | 4,000 | 100.00% |
| 46 | Softball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 47 | Skiing | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 48 | Swimming | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 49 | Total Women's Sport Rev | 29,337 | 0.23% | 30,703 | 0.22% | 1,366 | 4.66% | 47,000 | 0.32% | 16,297 | 53.08% |
| 50 | **Total Revenue** | 12,705,437 | 100.00% | 13,986,907 | 100.00% | 1,281,470 | 10.09% | 14,667,747 | 100.00% | 680,840 | 4.87% |

**University of Idaho**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 51 | **Expenditures by Sport** | | | | | | | | | | |
| 52 | **Administrative and General** | | | | | | | | | | |
| 53 | Athletic Director Office | 990,936 | 7.82% | 1,037,665 | 7.51% | 46,729 | 4.72% | 958,019 | 6.54% | (79,646) | -7.68% |
| 54 | Fund Raising Office | 309,804 | 2.44% | 322,704 | 2.34% | 12,900 | 4.16% | 342,598 | 2.34% | 19,894 | 6.16% |
| 55 | Academics Support | 189,314 | 1.49% | 141,340 | 1.02% | (47,974) | -25.34% | 150,369 | 1.03% | 9,029 | 6.39% |
| 56 | Media Relations | 195,018 | 1.54% | 191,918 | 1.39% | (3,100) | -1.59% | 187,091 | 1.28% | (4,827) | -2.52% |
| 57 | Marketing and Promotions | 160,798 | 1.27% | 133,042 | 0.96% | (27,756) | -17.26% | 185,036 | 1.26% | 51,994 | 39.08% |
| 58 | Ticket Office | 75,780 | 0.60% | 206,032 | 1.49% | 130,252 | 171.88% | 268,885 | 1.83% | 62,853 | 30.51% |
| 59 | Athletic Training Room | 568,597 | 4.49% | 273,150 | 1.98% | (295,447) | -51.96% | 250,000 | 1.71% | (23,150) | -8.48% |
| 60 | Memberships and Dues | 406,768 | 3.21% | 409,100 | 2.96% | 2,332 | 0.57% | 409,100 | 2.79% | 0 | 0.00% |
| 61 | Facilities Mtn & Debt Service | 63,922 | 0.50% | 65,000 | 0.47% | 1,078 | 1.69% | 0 | 0.00% | (65,000) | -100.00% |
| 62 | Capital Improvements | 13,203 | 0.10% | 7,000 | 0.05% | (6,203) | -46.98% | 14,000 | 0.10% | 7,000 | 100.00% |
| 63 | NCAA/Special Event/Bowls | 381,917 | 3.01% | 0 | 0.00% | (381,917) | -100.00% | 0 | 0.00% | 0 | 0.00% |
| 64 | Other Miscellaneous | 627,543 | 4.95% | 994,472 | 7.20% | 366,929 | 58.47% | 1,203,057 | 8.21% | 208,585 | 20.97% |
| 65 | **Total Admin & General** | 3,983,600 | 31.44% | 3,781,423 | 27.38% | (202,177) | -5.08% | 3,968,155 | 27.07% | 186,732 | 4.94% |
| 66 | | | | | | | | | | | |
| 67 | **Men's Programs:** | | | | | | | | | | |
| 68 | Football | 3,555,514 | 28.06% | 4,634,987 | 33.56% | 1,079,473 | 30.36% | 4,798,927 | 32.74% | 163,940 | 3.54% |
| 69 | Basketball | 1,184,482 | 9.35% | 1,306,394 | 9.46% | 121,912 | 10.29% | 1,391,033 | 9.49% | 84,639 | 6.48% |
| 70 | Track & Field/Cross Country | 415,926 | 3.28% | 386,963 | 2.80% | (28,963) | -6.96% | 408,936 | 2.79% | 21,973 | 5.68% |
| 71 | Tennis | 166,566 | 1.31% | 171,401 | 1.24% | 4,835 | 2.90% | 179,709 | 1.23% | 8,308 | 4.85% |
| 72 | Baseball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 73 | Wrestling | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 74 | Golf | 179,069 | 1.41% | 187,712 | 1.36% | 8,643 | 4.83% | 190,693 | 1.30% | 2,981 | 1.59% |
| 75 | Volleyball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 76 | Rodeo | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 77 | **Total Men's Programs** | 5,501,557 | 43.42% | 6,687,457 | 48.42% | 1,185,900 | 21.56% | 6,969,298 | 47.55% | 281,841 | 4.21% |
| 78 | | | | | | | | | | | |
| 79 | **Women's Programs** | | | | | | | | | | |
| 80 | Volleyball | 574,067 | 4.53% | 618,180 | 4.48% | 44,113 | 7.68% | 658,170 | 4.49% | 39,990 | 6.47% |
| 81 | Basketball | 819,638 | 6.47% | 926,809 | 6.71% | 107,171 | 13.08% | 1,007,840 | 6.88% | 81,031 | 8.74% |
| 82 | Track & Field/Cross Country | 492,382 | 3.89% | 429,600 | 3.11% | (62,782) | -12.75% | 497,426 | 3.39% | 67,826 | 15.79% |
| 83 | Tennis | 170,545 | 1.35% | 215,625 | 1.56% | 45,080 | 26.43% | 248,379 | 1.69% | 32,754 | 15.19% |
| 84 | Gymnastics | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 85 | Golf | 209,922 | 1.66% | 221,181 | 1.60% | 11,259 | 5.36% | 224,409 | 1.53% | 3,228 | 1.46% |
| 86 | Soccer | 411,111 | 3.24% | 499,136 | 3.61% | 88,025 | 21.41% | 557,180 | 3.80% | 58,044 | 11.63% |
| 87 | Softball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 88 | Skiing | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 96,959 | 100.00% |
| 89 | Swimming | 508,832 | 4.02% | 431,517 | 3.12% | (77,315) | -15.19% | 527,047 | 3.60% | 95,530 | 22.14% |
| 90 | Rodeo/New Sport | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 91 | **Total Women's Programs** | 3,186,497 | 25.15% | 3,342,048 | 24.20% | 155,551 | 4.88% | 3,720,451 | 25.38% | 475,362 | 14.22% |
| 92 | | | | | | | | | | | |
| 93 | **Total Expenditures** | 12,671,654 | 100.00% | 13,810,928 | 100.00% | 1,139,274 | 8.99% | 14,657,904 | 100.00% | 846,976 | 6.13% |

**Lewis Clark State College**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|
| | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 1 **Revenue:** | | | | | | | | | | |
| 2 **Program Revenue:** | | | | | | | | | | |
| 3 Ticket Sales | 37,188 | 1.06% | 35,533 | 1.13% | (1,655) | -4.45% | 35,000 | 0.97% | (533) | -1.50% |
| 4 Guarantees | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 5 Contributions | 515,511 | 14.68% | 522,371 | 16.58% | 6,860 | 1.33% | 476,600 | 13.20% | (45,771) | -8.76% |
| 6 NCAA/Conference/Tournaments | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 7 TV/Radio/Internet Rights | 8,800 | 0.25% | 3,375 | 0.11% | (5,425) | -61.65% | 5,000 | 0.14% | 1,625 | 48.15% |
| 8 Program/Novelty Sales, Concessionns, Parking | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 9 Royalty, Advertisement, Sponsorship | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 10 Endowment/Investment Income | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 11 Other | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 12 Total Program Revenue | 561,499 | 15.99% | 561,279 | 17.81% | (220) | -0.04% | 516,600 | 14.31% | (44,679) | -7.96% |
| 13 **Non-Program Revenue:** | | | | | | | | | | |
| 14 NCAA/Bowl/World Series | 463,657 | 13.20% | 275,222 | 8.73% | (188,436) | -40.64% | 460,000 | 12.74% | 184,778 | 67.14% |
| 15 Student Fees | 319,920 | 9.11% | 330,000 | 10.47% | 10,080 | 3.15% | 350,000 | 9.70% | 20,000 | 6.06% |
| 16 Direct State/Govt Support | 817,036 | 23.27% | 661,043 | 20.98% | (155,993) | -19.09% | 810,000 | 22.44% | 148,957 | 22.53% |
| 17 Gender Equity - Appropriated Funds | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 18 Direct Institutional Support | 126,500 | 3.60% | 126,500 | 4.01% | 0 | 0.00% | 126,500 | 3.50% | 0 | 0.00% |
| 19 Subtotal State/Institutional Support | 943,536 | 26.87% | 787,543 | 24.99% | (155,993) | -16.53% | 936,500 | 25.94% | 148,957 | 18.91% |
| 20 Total Non-Program Revenue | 1,727,113 | 49.19% | 1,392,765 | 44.20% | (334,349) | -19.36% | 1,746,500 | 48.38% | 353,735 | 25.40% |
| 21 Subtotal Operating Revenue | 2,288,612 | 65.18% | 1,954,044 | 62.01% | (334,568) | -14.62% | 2,263,100 | 62.69% | 309,056 | 15.82% |
| 22 **Non-Cash Revenue** | | | | | | | | | | |
| 23 Third Party Support | 36,989 | 1.05% | 29,389 | 0.93% | (7,600) | -20.55% | 31,000 | 0.86% | 1,611 | 5.48% |
| 24 Indirect Institutional Support | 184,703 | 5.26% | 138,077 | 4.38% | (46,626) | -25.24% | 162,500 | 4.50% | 24,423 | 17.69% |
| 25 Non-Cash Revenue | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 26 Out-of-State Tuition Revenue | 1,001,002 | 28.51% | 1,029,728 | 32.68% | 28,726 | 2.87% | 1,153,400 | 31.95% | 123,672 | 12.01% |
| 27 Subtotal Non-Cash Revenue | 1,222,694 | 34.82% | 1,197,193 | 37.99% | (25,501) | -2.09% | 1,346,900 | 37.31% | 149,707 | 12.50% |
| 28 **Total Revenue:** | 3,511,306 | 100.00% | 3,151,237 | 100.00% | (360,069) | -10.25% | 3,610,000 | 100.00% | 458,763 | 14.56% |
| 29 | | | | | | | | | | |
| 30 **Expenditures** | | | | | | | | | | |
| 31 **Operating Expenditures:** | | | | | | | | | | |
| 32 Athletics Student Aid | 455,825 | 12.88% | 477,220 | 15.57% | 21,395 | 4.69% | 474,650 | 13.17% | (2,570) | -0.54% |
| 33 Guarantees | 56,567 | 1.60% | 35,889 | 1.17% | (20,678) | -36.55% | 44,500 | 1.23% | 8,611 | 23.99% |
| 34 Coaching Salary/Benefits | 495,978 | 14.01% | 343,795 | 11.22% | (152,183) | -30.68% | 512,550 | 14.22% | 168,755 | 49.09% |
| 35 Admin Staff Salary/Benefits | 212,584 | 6.00% | 199,081 | 6.49% | (13,503) | -6.35% | 200,900 | 5.57% | 1,819 | 0.91% |
| 36 Severence Payments | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 37 Recruiting | 33,810 | 0.96% | 32,645 | 1.06% | (1,165) | -3.45% | 20,900 | 0.58% | (11,745) | -35.98% |
| 38 Team Travel | 232,572 | 6.57% | 259,707 | 8.47% | 27,135 | 11.67% | 252,000 | 6.99% | (7,707) | -2.97% |
| 39 Equipment, Uniforms and Supplies | 139,711 | 3.95% | 162,907 | 5.31% | 23,196 | 16.60% | 121,600 | 3.37% | (41,307) | -25.36% |
| 40 Game Expenses | 83,699 | 2.36% | 52,465 | 1.71% | (31,234) | -37.32% | 72,850 | 2.02% | 20,385 | 38.85% |
| 41 Fund Raising, Marketing, Promotion | | 0.00% | 2,973 | 0.10% | 2,973 | 100.00% | 1,450 | 0.04% | (1,523) | -51.23% |
| 42 Direct Facilities/Maint/Rentals | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 43 Debt Service on Facilities | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 44 Spirit Groups | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 45 Medical Expenses & Insurance | 16,800 | 0.47% | 17,930 | 0.58% | 1,130 | 6.73% | 17,000 | 0.47% | (930) | -5.19% |
| 46 Memberships & Dues | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 47 NCAA/Special Event/Bowls | 495,660 | 14.00% | 229,613 | 7.49% | (266,047) | -53.68% | 455,000 | 12.62% | 225,387 | 98.16% |
| 48 Other Operating Expenses | 94,268 | 2.66% | 54,033 | 1.76% | (40,235) | -42.68% | 84,700 | 2.35% | 30,667 | 56.76% |
| 49 Subtotal Operating Expenditures | 2,317,474 | 65.46% | 1,868,259 | 60.95% | (449,215) | -19.38% | 2,258,100 | 62.64% | 389,841 | 20.87% |
| 50 **Non-Cash Expenditures** | | | | | | | | | | |
| 51 3rd Party Coaches Compensation | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 52 3rd Party Admin Staff Compensation | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 53 Indirect Facilities & Admin Support | 184,703 | 5.22% | 138,077 | 4.50% | (46,626) | -25.24% | 162,500 | 4.51% | 24,423 | 17.69% |
| 54 Non-Cash Expense | 36,989 | 1.04% | 29,389 | 0.96% | (7,600) | -20.55% | 31,000 | 0.86% | 1,611 | 5.48% |
| 55 Out-of-State Tuition Expense | 1,001,002 | 28.28% | 1,029,728 | 33.59% | 28,726 | 2.87% | 1,153,400 | 31.99% | 123,672 | 12.01% |
| 56 Subtotal Non-Cash Expenditures | 1,222,694 | 34.54% | 1,197,193 | 39.05% | (25,501) | -2.09% | 1,346,900 | 37.36% | 149,707 | 12.50% |
| 57 **Total Expenditures:** | 3,540,168 | 100.00% | 3,065,452 | 100.00% | (474,716) | -13.41% | 3,605,000 | 100.00% | 539,548 | 17.60% |

**Lewis Clark State College**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 58 | | | | | | | | | | | |
| 59 | **Net Income/(deficit)** | (28,862) | | 85,785 | | 114,647 | -397.23% | 5,000 | | (80,785) | -94.17% |
| 60 | | | | | | | | | | | |
| 61 | **Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)** | 114,768 | | 200,554 | | 85,785 | 74.75% | 205,554 | | 5,000 | 2.49% |
| 62 | | | | | | | | | | | |
| 63 | **Sport Camps & Clinics** | | | | | | | | | | |
| 64 | Revenue | 55,901 | | 57,507 | | 1,606 | 2.87% | 60,000 | 1.66% | 2,493 | 4.34% |
| 65 | Coach Compensation from Camp | 18,675 | | 17,905 | | (770) | -4.12% | 20,000 | 0.55% | 2,095 | 11.70% |
| 66 | Camp Expenses | 33,252 | | 15,779 | | (17,473) | -52.55% | 35,000 | 0.97% | 19,221 | 121.82% |
| 67 | Total Expenses | 51,927 | | 33,684 | | (18,243) | -35.13% | 55,000 | 1.53% | 21,316 | 63.28% |
| 68 | | | | | | | | | | | |
| 69 | Net Income from Camps | 3,974 | | 23,823 | | 19,849 | 499.44% | 5,000 | | (18,823) | -79.01% |

**Lewis Clark State College**
**Intercollegiate Athletics Report**
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| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| | **Revenue by Program:** | | | | | | | | | | |
| 1 | **General Revenue:** | | | | | | | | | | |
| 2 | Student Fees | 319,920 | 13.98% | 330,000 | 16.89% | 10,080 | 3.15% | 350,000 | 15.47% | 20,000 | 6.06% |
| 3 | Contributions | 79,845 | 3.49% | 110,319 | 5.65% | 30,474 | 38.17% | 215,000 | 9.50% | 104,681 | 94.89% |
| 4 | State Support | 817,036 | 35.70% | 661,043 | 33.83% | (155,993) | -19.09% | 810,000 | 35.79% | 148,957 | 22.53% |
| 5 | Institutional Gender Equity | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 6 | Institutional Support | 126,500 | 5.53% | 126,500 | 6.47% | 0 | 0.00% | 126,500 | 5.59% | 0 | 0.00% |
| 7 | NCAA/Conference | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 8 | TV/Radio/Internet | 8,800 | 0.38% | 3,375 | 0.17% | (5,425) | -61.65% | 5,000 | 0.22% | 1,625 | 48.15% |
| 9 | Concessions/program/etc. | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 10 | Advertising/sponsorship/Royalty | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 11 | Endowments | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 12 | NCAA/Bowl/World Series | 463,657 | 20.26% | 275,222 | 14.08% | (188,436) | -40.64% | 460,000 | 20.33% | 184,778 | 67.14% |
| 13 | Other | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% |
| 14 | Total General Revenue | 1,815,758 | 79.34% | 1,506,459 | 77.09% | (309,300) | -17.03% | 1,966,500 | 86.89% | 460,041 | 30.54% |
| 15 | **Revenue By Sport:** | | | | | | | | | | |
| 16 | **Men's Programs:** | | | | | | | | | | |
| 17 | Football | | | | | | | | | | |
| 18 | Ticket Sales | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 19 | Game Guarantees | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 20 | Other (Tourn/Bowl/Conf) | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 21 | Basketball | | | | | | | | | | |
| 22 | Ticket Sales | 8,181 | 0.36% | 7,817 | 0.40% | (364) | -4.45% | 7,700 | 0.34% | (117) | -1.50% |
| 23 | Game Guarantees | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 24 | Contributions (Fundraising) | 60,508 | 2.64% | 63,137 | 3.23% | 2,629 | 4.34% | 40,000 | 1.77% | (23,137) | -36.65% |
| 24 | Other (Tourn/Bowl/Conf) | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 25 | Track & Field/Cross Country (Contributions & Fundraising) | 28,118 | 1.23% | 24,175 | 1.24% | (3,943) | -14.02% | 16,000 | 0.71% | (8,175) | -33.81% |
| 26 | Tennis (Contributions & Fundraising) | 28,315 | 1.24% | 19,645 | 1.01% | (8,670) | -30.62% | 9,000 | 0.40% | (10,645) | -54.19% |
| 27 | Baseball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 28 | Ticket Sales | 18,594 | 0.81% | 17,767 | 0.91% | (827) | -4.45% | 17,500 | 0.77% | (267) | -1.50% |
| 29 | Contributions (Fundraising) | 69,558 | 3.04% | 55,856 | 2.86% | (13,702) | -19.70% | 67,000 | 2.96% | 11,144 | 19.95% |
| 29 | Wrestling | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 30 | Golf (Contributions & Fundraising) | 12,594 | 0.55% | 17,230 | 0.88% | 4,636 | 36.81% | 10,000 | 0.44% | (7,230) | -41.96% |
| 31 | Volleyball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 32 | Total Men's Sport Revenue | 225,868 | 9.87% | 205,626 | 10.52% | (20,242) | -8.96% | 167,200 | 7.39% | (38,426) | -18.69% |
| 33 | **Women's Programs** | | | | | | | | | | |
| 34 | Volleyball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 35 | Ticket Sales | 2,231 | 0.10% | 2,132 | 0.11% | (99) | -4.44% | 2,100 | 0.09% | (32) | -1.50% |
| 36 | Game Guarantees | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 37 | Contributions (Fundraising) | 35,556 | 1.55% | 31,379 | 1.61% | (4,177) | -11.75% | 40,100 | 1.77% | 8,721 | 27.79% |
| 38 | Other (Tourn/Bowl/Conf) | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 39 | Basketball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 40 | Ticket Sales | 8,181 | 0.36% | 7,817 | 0.40% | (364) | -4.45% | 7,700 | 0.34% | (117) | -1.50% |
| 41 | Game Guarantees | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 42 | Contributions (Fundraising) | 77,301 | 3.38% | 79,164 | 4.05% | 1,863 | 2.41% | 32,000 | 1.41% | (47,164) | -59.58% |
| 43 | Other (Tourn/Bowl/Conf) | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 44 | Track & Field/Cross Country (Contributions & Fundraising) | 58,318 | 2.55% | 58,238 | 2.98% | (80) | -0.14% | 28,500 | 1.26% | (29,738) | -51.06% |
| 45 | Tennis (Contributions & Fundraising) | 37,473 | 1.64% | 29,154 | 1.49% | (8,319) | -22.20% | 9,000 | 0.40% | (20,154) | -69.13% |
| 46 | Gymnastics | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 47 | Golf (Contributions & Fundraising) | 27,926 | 1.22% | 34,074 | 1.74% | 6,148 | 22.02% | 10,000 | 0.44% | (24,074) | -70.65% |
| 48 | Soccer | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 49 | Softball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 50 | Skiing | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 51 | Swimming | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 52 | Total Women's Sport Rev | 246,986 | 10.79% | 241,959 | 12.38% | (5,027) | -2.04% | 129,400 | 5.72% | (112,559) | -46.52% |
| 53 | **Total Revenue** | 2,288,612 | 100.00% | 1,954,044 | 100.00% | (334,568) | -14.62% | 2,263,100 | 100.00% | 309,056 | 15.82% |

**Lewis Clark State College**
**Intercollegiate Athletics Report**
**FY10 Actuals, Revised Estimates for FY11, and FY12 Operating Budgets**

| | | (1) | (2) | (3) | (4) | (5) (3-1) | (6) (5/1) | (7) | (8) | (9) (7-3) | (10) (9/3) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FY10 Act | % | FY11 Est as of 5/10 | % | Variance 11 Est/10 Act | Variance % | FY12 Orig Oper Bdgt | % | Variance 12 Bud/11 Est | Variance % |
| 54 | **Expenditures by Sport** | | | | | | | | | | |
| 55 | **Administrative and General** | | | | | | | | | | |
| 56 | Athletic Director Office | 318,686 | 13.75% | 271,091 | 14.51% | (47,595) | -14.93% | 309,406 | 13.70% | 38,315 | 14.13% |
| 57 | Fund Raising Office | 595 | 0.03% | | 0.00% | (595) | -100.00% | | 0.00% | 0 | 0.00% |
| 58 | Academics Support | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 59 | Media Relations | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 60 | Marketing and Promotions | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 61 | Ticket Office | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 62 | Athletic Training Room | 46,440 | 2.00% | 26,186 | 1.40% | (20,254) | -43.61% | 47,850 | 2.12% | 21,664 | 82.73% |
| 63 | Memberships and Dues | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 64 | Facilities Mtn & Debt Service | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 65 | Capital Improvements | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 66 | NCAA/Special Event/Bowls | 495,660 | 21.39% | 229,613 | 12.29% | (266,047) | -53.68% | 455,000 | 20.15% | 225,387 | 98.16% |
| 67 | Other Miscellaneous | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 68 | **Total Admin & General** | 861,381 | 37.17% | 526,890 | 28.20% | (334,491) | -38.83% | 812,256 | 35.97% | 285,366 | 54.16% |
| 69 | | | | | | | | | | | |
| 70 | **Men's Programs:** | | | | | | | | | | |
| 71 | Football | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 72 | Basketball | 227,163 | 9.80% | 245,433 | 13.14% | 18,270 | 8.04% | 228,918 | 10.14% | (16,515) | -6.73% |
| 73 | Track & Field/Cross Country | 59,148 | 2.55% | 57,844 | 3.10% | (1,304) | -2.20% | 50,030 | 2.22% | (7,814) | -13.51% |
| 74 | Tennis | 40,353 | 1.74% | 40,344 | 2.16% | (9) | -0.02% | 42,632 | 1.89% | 2,288 | 5.67% |
| 75 | Baseball | 459,335 | 19.82% | 350,868 | 18.78% | (108,467) | -23.61% | 454,407 | 20.12% | 103,539 | 29.51% |
| 76 | Wrestling | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 77 | Golf | 47,042 | 2.03% | 45,185 | 2.42% | (1,857) | -3.95% | 45,556 | 2.02% | 371 | 0.82% |
| 78 | Volleyball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 79 | Rodeo | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 80 | **Total Men's Programs** | 833,041 | 35.95% | 739,675 | 39.59% | (93,366) | -11.21% | 821,543 | 36.38% | 81,868 | 11.07% |
| 81 | | | | | | | | | | | |
| 82 | **Women's Programs** | | | | | | | | | | |
| 83 | Volleyball | 209,998 | 9.06% | 216,305 | 11.58% | 6,307 | 3.00% | 208,557 | 9.24% | (7,748) | -3.58% |
| 84 | Basketball | 234,090 | 10.10% | 215,338 | 11.53% | (18,752) | -8.01% | 223,439 | 9.90% | 8,101 | 3.76% |
| 85 | Track & Field/Cross Country | 92,151 | 3.98% | 77,237 | 4.13% | (14,914) | -16.18% | 89,091 | 3.95% | 11,854 | 15.35% |
| 86 | Tennis | 49,462 | 2.13% | 47,379 | 2.54% | (2,083) | -4.21% | 44,732 | 1.98% | (2,647) | -5.59% |
| 87 | Gymnastics | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 88 | Golf | 37,351 | 1.61% | 45,434 | 2.43% | 8,083 | 21.64% | 58,482 | 2.59% | 13,048 | 28.72% |
| 89 | Soccer | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 90 | Softball | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 91 | Skiing | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 92 | Swimming | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 93 | Rodeo/New Sport | | 0.00% | | 0.00% | 0 | 0.00% | | 0.00% | 0 | 0.00% |
| 94 | **Total Women's Programs** | 623,052 | 26.88% | 601,693 | 32.21% | (21,359) | -3.43% | 624,301 | 27.65% | 22,608 | 3.76% |
| 95 | | | | | | | | | | | |
| 96 | **Total Expenditures** | 2,317,474 | 100.00% | 1,868,259 | 100.00% | (449,215) | -19.38% | 2,258,100 | 100.00% | 389,841 | 20.87% |

## SUBJECT

Board Policy, Sections F and K – first reading

## REFERENCE

| | |
|---|---|
| April 2011 | First Reading; returned to committee for more work and to be brought back to the Board for another 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 current Paragraph 2 is deleted in lieu of the project authorization limits matrix. The matrix is moved up to Paragraph 1 of the policy. In the matrix, one typographical error is fixed and an additional line for an approval scenario is added.
2. New Paragraph 2 provides that annual Board approval of six year capital plans shall constitute notice to the Board that an institution may subsequently seek Board approval for planning and design for one or more projects in their plan.
3. New Paragraph 3 defines "Major Project" as a capital project for which the total cost is estimated to exceed seven hundred fifty thousand dollars ($750,000), without regard to source of funding.

4. New Paragraphs 4 – 7 set forth the steps for capital project approval from planning and design through construction and financing.

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.

**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. (for purposes of this subsection, a major capital project is one in which the project cost exceeds $750,000). 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 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. Authorization Limits

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 and repair to existing facilities or construction of new facilities, it must be authorized based on the limits listed below. 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.

| Project Originally Authorized By | Original Project Cost | Cumulative Value of Change(s) | Aggregate Revised Project Cost | Change Authorized By |
|---|---|---|---|---|
| Local Agency | < $350,000 | Any | < $350,000 | Local Agency |
| Local Agency | < $350,000 | Any | $350,000-$750,000 | Executive Director |
| Local Agency | <$350,000 | Any | > $750,000 | SBOE |
| Executive Director | $350,000-$750,000 | <= $2350,000 | <= $7500,000 | Local Agency |
| Executive Director | $350,000-$750,000 | >$350,000 | <$750,000 | Executive Director |
| Executive Director | $350,000-$750,000 | Any | >$750,000 | SBOE |
| SBOE | > $750,000 | <$350,000 | Any | Local Agency |
| SBOE | > $750,000 | $350,000-$750,000 | Any | Executive Director |
| SBOE | > $750,000 | >$750,000 | Any | SBOE |

## ~~1~~2. ~~Major Project Approvals - Proposed Plans~~Capital Construction Plans

~~Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars ($500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', schools or agencies' six-year capital plan must receive Board approval.~~

a. Before any institution or agency under the governance of the Board solicits or accepts a gift or grant in support of a specific major project, such project must first be included on the institution's or agency's six-year capital construction plan (hereinafter "Plan"). If such a project would not ordinarily be included on a Plan or notice of the gift or grant cannot otherwise be provided to the Board at its next regularly scheduled meeting due to time limitations, the institution or agency shall notify the Board in writing prior to solicitation or acceptance of the gift or grant and shall include a summary of the purpose, fiscal impact, terms and conditions, and a

justification as to why an amended Plan or notice could not be provided at the Board's next regularly scheduled meeting.

b. Institutions and agencies under the governance of the Board shall bring its Plan to the Board for review and approval at its regularly scheduled August meeting. The Plan shall span six fiscal years going forward starting at the fiscal year next. The Plan shall only include capital projects for which the cost is estimated to exceed seven hundred fifty thousand dollars ($750,000) without regard to the source of funding. Board approval of a Plan shall constitute notice to the Board that an institution or agency may bring a request at a later date for approval for planning and design for one or more of the projects in their approved plan.

c. If an institution or agency under the governance of the Board desires to begin the major project approval process, as set forth below, of a project not listed on its approved Plan, it shall first bring an amended plan to the Board for approval.

**3. Major Project – Defined**

"Major Project" is a capital project for which the total cost is estimated to exceed seven hundred fifty thousand dollars ($750,000), without regard to source of funding.

**4. Major Project Approvals - Planning and Design**

Board approval is required before any institution or agency begins planning and design on a major project carried out under the traditional "design-bid-build" method. For design-bid-build projects, 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.

**5. Major Project Approvals – Project Budget 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. This level of approval may be requested concurrently with approval for construction.

**6. Major Project Approvals – Final Approval – Construction**

Board approval is required to proceed with the construction of a project that has received approval for its preliminary project budget and financing plan.

**7. Major Project Approvals – Final Approval – Financing and Incurrence of Debt**

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 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.~~

**~~3~~8. 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:~~

| ~~Project Originally Authorized By~~ | ~~Original Project Cost~~ | ~~Cumulative Value of Change(s)~~ | ~~Aggregate Revised Project Cost~~ | ~~Change Authorized By~~ |
|---|---|---|---|---|
| ~~Local Agency~~ | ~~< $350,000~~ | ~~Any~~ | ~~< $350,000~~ | ~~Local Agency~~ |
| ~~Local Agency~~ | ~~< $350,000~~ | ~~Any~~ | ~~$350,000-$750,000~~ | ~~Executive Director~~ |
| ~~Local Agency~~ | ~~<$350,000~~ | ~~Any~~ | ~~> $750,000~~ | ~~SBOE~~ |
| ~~Executive Director~~ | ~~$350,000-$750,000~~ | ~~<= $250,000~~ | ~~<= $500,000~~ | ~~Local Agency~~ |
| ~~Executive Director~~ | ~~$350,000-$750,000~~ | ~~Any~~ | ~~>$750,000~~ | ~~SBOE~~ |
| ~~SBOE~~ | ~~> $750,000~~ | ~~<$350,000~~ | ~~Any~~ | ~~Local Agency~~ |
| ~~SBOE~~ | ~~> $750,000~~ | ~~$350,000-$750,000~~ | ~~Any~~ | ~~Executive Director~~ |
| ~~SBOE~~ | ~~> $750,000~~ | ~~>$750,000~~ | ~~Any~~ | ~~SBOE~~ |

~~All modifications approved by the Executive Director shall be reported quarterly to the Board.~~

## ~~4~~9. Project Acceptance

Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution~~, school~~ or agency are accepted by the institution~~, school~~ or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

## ~~5~~10. Statute and Code Compliance

a. All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.

b. In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

## BOISE STATE UNIVERSITY

### SUBJECT

Planning and design for Math/Geo Building renovation

### APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

### BACKGROUND/DISCUSSION

Due to continued growth in enrollment, academic programs and research, the University continues to have a critical need for additional space. Multiple departments have relocated from the Math/Geo building into other recently completed facilities. Consequently, approximately one-half of the Math/Geo building is available to be repurposed. The University would like to begin the formal planning and design process to renovate and repurpose this facility.

Originally built in 1954, the Math/Geo building, a two level, 58,592 gross square feet facility, is prominently located on campus adjacent to the central quadrangle. This facility, by nature of its central location, has the potential to support key academic programs. However, the facility is in need of renovation not only for repurposing for other uses, but according to a recently completed VFA facilities assessment study, the facility is in need of some major systems renewal and energy efficiency upgrades.

The University will procure professional services to build upon internal planning efforts and finalize the space and programming needs of campus departments which may be relocated to the Math/Geo building. The design services will also detail a project budget and schedule.

### IMPACT

Based on University staff analysis, renovation costs are estimated between $4 and $6.2 million. Design services will support greater detail in the design and more certainty in the overall project cost. The design work for this project will be procured through the standard process using the State of Idaho Division of Public Works at a cost not to exceed $500,000. The University will return to the Board for approval to construct the renovations including a complete design and detailed project budget.

### STAFF COMMENTS AND RECOMMENDATIONS

Boise State brings this agenda item to put the Board on notice, pursuant to policy V.K.1., of its intent to begin formal planning for a building renovation with a total project cost estimated to well exceed $500,000. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to begin the formal planning and design portion of the Math/Geo Building Renovation for a total cost not to exceed $500,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BOISE STATE UNIVERSITY**

**SUBJECT**

Charter air service contract for 2011 football season

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.
Boise State University (BSU) Purchasing Policy #6130

**BACKGROUND/DISCUSSION**

BSU has historically bid football air charters annually. Generally, the major conferences published their schedules in late March. At that time there was a national rush to establish vendors, confirm aircraft availability, negotiate contracts and provide deposits, making it difficult to secure favorable pricing and terms. Furthermore, these charter agreements typically required executive director approval on very tight timelines.

Several years ago the University used a multi-year Request for Proposal (RFP) bid for air charter services. The resulting contract with Frontier Airlines increased the likelihood of finding available aircraft, streamlined the booking process, and improved the level of service the team received. As a result, at the end of the contract term, the University issued a RFP for a new multi-year contract.

A public, open RFP was issued in March 2011 but no bids were received. Thereafter the University initiated discussions with several carriers and has now negotiated a one-year contract with Frontier Airlines to provide charter service for the 2011 football season.

**IMPACT**

A six flight schedule for the 2010 season cost the University $400,781. Frontier's pricing for service to the University's six scheduled games in 2011 is $512,596. The increase in price is attributed to destination changes (because of the team's conference change) and an increase in fuel costs.

**ATTACHMENTS**

Attachment 1 – Aircraft Charter Agreement Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

BSU's purchasing policy, as approved by the Board in June 2010, provides that: "In lieu of competitive bidding, and when not covered by a State open contract, negotiations may be conducted whenever any of the following conditions are applicable and authorized by the University Purchasing Director: … No responsive or responsible bids are received at acceptable levels of price, service or terms …." In this case, BSU did issue a RFP, but no bids were received.

Thus, the University's purchasing policy permitted direct negotiations with air carriers.

The contract price is a base amount. Exhibit A to the contract includes a fuel cost escalator clause for each $0.01 per gallon of fuel cost increases from the base fuel price of $3.00.

Staff recommends approval.

**BOARD ACTION**

I move to approve Boise State University's request to approve the contract submitted to the Board as Attachment 1, and to authorize the Vice President for Finance and Administration to execute the contract on behalf of the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AIRCRAFT CHARTER AGREEMENT
**Single Entity Charter**

Charterer: **Boise State University** (the "Charterer")

| | | | |
|---|---|---|---|
| **Charterer:** | **Boise State University** | **Logistics Contact:** | **Michael Sumpter** |
| Address: | 1910 University Drive<br>Boise, ID 83725 | Address: | Same |
| Phone: | (208) 426-1802 | Phone: | (208) 869-5892 |
| | | *24-Hour Name:* | *Christina Van Tol* |
| | | *24-Hour Phone:* | *(208) 608-6554* |

This Single Entity Aircraft Charter Agreement (this "Agreement") is made and entered into between Frontier Airlines, Inc., ("Frontier"), a Colorado corporation, and Charterer. Frontier and Charterer are each a "Party" and may be referred to collectively in this Agreement as the "Parties".

## Recitals

1. Frontier is an air carrier holding a valid Federal Aviation Regulations ("FAR") Part 121 Air Carrier Operating Certificate, with authority issued by the Department of Transportation (the "DOT") and the Federal Aviation Administration (the "FAA") to provide domestic and foreign air transportation of persons, property and mail. Frontier operates the Airbus 319 aircraft with 137 single class seats, and the Airbus 320 with 161 single class seats available for a charter flight (the "Aircraft").

2. Charterer wishes to contract with Frontier to operate the Aircraft in connection with the single entity charter flights as described below (individually a "Charter Flight" and collectively the "Charter Flights"), and Frontier is willing to accept this contractual engagement, all in accordance with, and subject to, the terms and conditions described below.

3. Charterer will compensate Frontier for its operation of the Charter Flights under the terms and conditions of this Agreement.

## Agreement

NOW, THEREFORE, the parties, each intending to be legally bound, agree as follows:

**1.** **Agreement to Perform Charter Services**. Beginning on **May 18, 2011** and through the date of the last Charter Flight (the "Term"), unless otherwise terminated under this Agreement, Frontier will provide Charterer with the Charter Flights. This Agreement may be terminated by either Party, with or without cause, at any time upon not less than ninety (90) days' written notice. Except for obligations accruing prior to the effective date of termination, such termination will be with no liability whatsoever to either Party except as expressly provided herein.

**2.** **Charter Services**. Frontier hereby agrees that during the Term it will provide or perform the following air services and related services for and on behalf of Charterer (collectively, the "Charter Services"):



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a. Frontier will employ and provide pilots and flight attendant crew members to operate the Aircraft on all Charter Flights with each crewmember to be duly trained and qualified to perform their specified function on the Aircraft in accordance with applicable law.

b. Frontier will arrange for all operating services including, fuel, oil, maintenance, ground service for passenger and aircraft handling, deicing, and aircraft parking. Frontier will make arrangements for (and obtain) all traffic rights, computerized flight planning services, weather services and briefings, and dispatch and flight following services as may be required for any of the Charter Flights.

c. Frontier will provide catering for the Charter Flights as described in Exhibit A. The cost for this catering is included in the Charter Flight Cost described in Section 3.b.

d. Charterer is responsible for all other costs, including costs for ground transportation at the place of departure and destination, costs of visa, applicable passenger surcharges, customs duties and other taxes, user fees, and the following costs:

(i) airport service charges for passengers such as head taxes and embarkation charges payable in connection with the passengers or baggage transported hereunder;
(ii) Customs, INS, and APHIS fees;
(iii) duties and other government taxes and fees payable in connection with the passengers or baggage transported hereunder, including the U.S. International Departure Tax, as applicable; and
(iv) all other government inspection fees and charges, transportation taxes, and security charges payable in connection with the passengers or baggage transported hereunder.

e. Frontier will have the sole and exclusive responsibility for (i) the safe and proper use and operation of the Aircraft in accordance with this Agreement and applicable law, including Part 121 of the FARs and other applicable regulations of the DOT, and (ii) for properly insuring the Aircraft and its respective operations in accordance with this Agreement and for complying with the terms of this Agreement and the insurance policies. Any other allocation of responsibility in this Agreement relates solely to the responsibility to pay for the expense of performing the particular function and does not lessen Frontier's responsibility for the operation and safety of the Aircraft. Notwithstanding any provision to the contrary, the parties agree and understand that Frontier shall have full control and authority for the operation and maintenance of the Aircraft.

**3. <u>Flight Schedule and Payment Schedule</u>**

a. <u>Flight Schedule</u>. During the Term, Frontier will perform the flight operations described in the Flight Schedule attached to this Agreement as Exhibit A (the "Flight Schedule"). Frontier will be responsible for notifying airport officials if the Flight Schedule is adjusted. Frontier will have final authority for approving any adjustments to the Flight Schedule.

b. The cost for the Charter Flights is **$512,596 (ATL- $123,569; TOL- $107,123; FAT- $72,570; FNL-$62,100; LAS-$69,429; SAN-$77,805)** (the "Charter Flight Cost"), based on a fuel price of **$3.00** per gallon. Frontier will adjust the Charter Flight Cost according to the Fuel Escalation Charge described in Exhibit A. Charterer agrees to pay the entire Charter Flight Cost and represents that none of the passengers are paying, or will pay, directly or indirectly, any part of the Charter Flight Cost. The Charterer agrees to pay all applicable user fees, government taxes, passenger surcharges, or any applicable taxes to fuel escalations not already included in the Charter Flight Cost. If Charterer's actions



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or failure to act result in, or Charterer requests, any deviations from the Flight Schedule, Frontier may adjust the Charter Flight Cost for any additional costs associated with the deviation. If there are costs or fees Charterer owes to Frontier in addition to the Charter Flight Cost, Frontier will submit to Charterer these additional fees for payment not later than forty-five (45) days after completion of the Charter Flights and Charterer will pay these invoices within thirty (30) days of the invoice date.

c. Escrow: Upon signing this Agreement or ninety (90) days prior to the first flight segment of the Charter Flights, whichever is later, Charterer will deposit 20% of the Charter Flight Cost into Frontier's escrow account described below. At least seven (7) business days prior to the first flight segment of the Charter Flights, Charterer will deposit into Frontier's escrow account the remaining amount of the Charter Flight Cost. The escrowed funds will be held in the escrow account until at least five (5) business days following the completion of a particular Charter Flight or segment of the Charter Flight(s), at which time the portion of funds applicable to the particular Charter Flight or segment of the Charter Flight(s) will be released to Frontier. This release of the escrow funds to Frontier will occur without further notification to, or approval by, the Charterer. If the Charterer wants to dispute the release of the escrowed funds to Frontier, the Charterer must notify Frontier in writing of any dispute within five (5) business days after completion of the particular Charter Flight or segment, including the amount of escrow funds in dispute. Frontier will maintain in its escrow account funds equal to the amount in dispute pending resolution of the dispute.

d. Payment/Wire Transfer Information:

Colorado Business Bank
821 17th St
P O Box 8779
Denver, CO 80201

ABA 102003206
Acct # 34051411
Attention: Frontier Airlines, Inc.
***Please reference the Name on the Contract, City Pair, or Date of Travel when submitting the wire transfer.**

**4. Condition of Aircraft**

a. The seating of the Aircraft shall consist of 137 or 161 Coach Seats. Passengers will have access to the LiveTV system at no additional charge. Passengers will not have access to the TripFlix in-flight movies.

b. The Aircraft shall have a maximum payload capacity of not less than 31,000 pounds and a volumetric capacity of not less than 975 cubic feet.

c. Frontier may substitute aircraft of similar type or of another Part 121 carrier or carriers with at least the same number of seats as the Aircraft; provided, however, the Charter Flight Cost is not higher than the Charter Flight Cost for the Aircraft originally chartered.

**5. Aircraft Operation**. With respect to the operation of the Aircraft, the parties acknowledge and agree as follows:

a. Operational Control and Cooperation. It is understood and agreed that Frontier shall have full and complete operational control of the Aircraft and will operate the Aircraft consistent with FAA and manufacturer requirements. Frontier shall be solely responsible for compliance with all applicable FAA regulations in connection with the operation of the Aircraft. Accordingly, Frontier shall have authority to determine, *inter alia*, whether a particular flight may be safely operated, to assign crews for particular flights, to dispatch and release flights, to direct crew and to initiate and terminate flights.

b. Flight Control by Captain. The pilot in command of the Aircraft shall have the full control and authority over the operation of the Aircraft and the crew during the flight. The pilot in command may take all necessary measures to ensure safety, including decisions concerning loading, load, deviations from planned routes, and where alternate intermediate landings may be made.

c. Flight Delays. If Frontier reasonably knows of upcoming flight delays of any kind, Frontier will use commercially reasonable efforts to notify Charterer or its agent. Departure times are subject to change based on aircraft routing, airport gate space, weather conditions and other operational factors. Each party shall use its best efforts to cause on-time departures. Frontier shall use reasonable efforts to commence or complete transportation within 15 minutes of scheduled times or according to any specific schedule described in this Agreement, provided, however; Frontier shall not be held liable for failure to do so unless the failure to complete transportation in a timely manner is due to the gross negligence or willful misconduct of Frontier.

d. Permits and Consents. Frontier's obligation to perform the Charter Flights hereunder shall be contingent upon and subject to the prior issuance and receipt of such governmental consents, clearances, permits and operating authorities as may be necessary or appropriate for the lawful operation of the Charter Flights, including landing, transit, over flight and uplift rights. If any government or governmental agency or body shall fail or refuse to issue or grant any of the approvals, clearances, permits or operating authorities sufficiently in advance of any departure of any Charter Flight or shall, after issuance, revoke, rescind or threaten to revoke or rescind the same, Frontier may elect to cancel the Charter Flight or Charter Flights so affected without liability to Frontier.

**6. Aircraft Charter Provisions**. With respect to the Charter Flights, the parties agree as follows:

a. Compliance by Charterer and Passengers. Charterer shall comply with and require all passengers and prospective passengers carried or to be carried on any of the Charter Flights to observe and comply with all applicable laws, regulations, and Frontier policies. Charterer is responsible for notifying all potential passengers of the captain's right to remove passengers from the Aircraft and for notifying passengers of items that cannot be carried on the Aircraft. This Agreement is solely between Charterer and Frontier, and no passenger or any other third person or entity shall be deemed a party hereto or have any rights hereunder. If Charterer (or its employees or representatives) or any passenger on any Charter Flight fails or refuses for whatever reason to observe any applicable laws, Frontier shall have the right, in its sole discretion, to take such action as may be necessary to avoid a violation of the law, including canceling the Charter Flight affected by such failure or refusal, all without liability of any kind to Charterer or any other person or entity. In Frontier's sole discretion, Frontier may refuse to transport any passenger if such refusal is deemed necessary for the reasonable safety or comfort of the other passengers or such refusal is the result of such passenger creating any hazard or risk to other persons or property, or violating any applicable laws. In the event of any such refusal, Frontier shall not be required to refund any prices, fees, charter or other sums paid or payable hereunder by Charterer, nor shall Frontier have any liability to the passenger not transported.

b. Contract of Carriage. Except as expressly addressed in this Agreement, Frontier's Contract of Carriage applies to Frontier's air transportation provided under this Agreement, including limitations on liability described in the Contract of Carriage. The current copy of Frontier's Contract of



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Carriage is available at http://www.frontierairlines.com/frontier/pdf/Contract_of_Carriage.pdf. If there is a conflict between the terms of the Contract of Carriage and this Agreement, this Agreement will prevail.

c. Passenger Manifests and Boarding. Charterer will be responsible for arranging passenger manifests in accordance with all applicable regulations, laws, and policies of any governmental agency or Frontier. At least 72 hours prior to departure (with any updates at least 24 hours prior to departure) Charterer must furnish Frontier with a list, in alphabetical order, of all passengers to be carried on each Charter Flight. Frontier will process the passenger list under the Transportation Security Administration regulations, including the "no-fly" and "watch" list programs. Charterer shall make all necessary arrangements to ensure the arrival of passengers and availability of baggage for embarking and loading (90) minutes prior to the departure times indicated in the Flight Schedule. Frontier will accommodate only passengers Charterer designates and that are included on the flight manifest. Frontier shall be under no obligation to delay any portion of a Charter Flight in the event of non-arrival or late arrival of passengers or baggage or other acts or omissions of the Charterer, its employees, agents or passengers. Frontier will not refund any portion of the Charter Flight Cost for passengers who do not board the Charter Flight or who are not at the specified check-in point at least thirty (30) minutes prior to the scheduled departure of the Charter Flight.

d. Logistics Contact. The "24-Hour Name and Phone" designation identified beneath the Logistics Contact on page one (1) is intended for use in the event of "an unforeseen combination of circumstances or the result of such circumstances that require notification of related parties affected by such circumstances." Frontier requires the name and phone number of a 24-hour contact that can provide "emergency contact information" within 90 minutes of an incident. This person may not travel on the charter.

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e. International Travel. Each charter passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents (including passports, visas, and vaccination certificates) and for complying with the laws of each country from, through, or to which it desires transportation and, unless applicable laws provide otherwise. Frontier shall not be liable for any aid or information given by its agents, servants, or employees to Charterer or any charter passengers in connection with obtaining such documents or complying with such laws, whether given orally or in writing, or otherwise, or for any damages to Charterer or charter passenger resulting from its failure to obtain such documents or comply with such laws.

f. Prohibited, Hazardous and Perishable Materials. Charterer shall not knowingly accept or transport any prohibited, hazardous or perishable materials, nor shall Frontier be required to transport the same on any Charter Flight. Prohibited material includes any item prohibited for carriage by governmental regulation. Hazardous material is any matter that may endanger health, safety or property. Perishable material is anything, including live animals, and other objects that may deteriorate and thereby lose value, create a health hazard, or cause a nuisance. Charterer shall notify its prospective passengers that prohibited, hazardous or perishable materials may not be carried.

g. Insurance.

i. Frontier shall, at its sole cost, carry and maintain insurance coverage in not less than the amounts and containing the provisions and upon the terms and conditions set forth below:

(a) Airline liability insurance, including bodily injury (including, without limitation, to passengers) and property damage liability with a combined single limit of not less than Five Hundred Million United States Dollars (US $500,000,000.00) each occurrence/aggregate, where applicable, protecting Charterer and its officers, directors,



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employees, and representatives, from all claims that may arise from or out of any act or omission of Frontier and its officers, directors, agents, employees or assigns, in connection with this Agreement. Such insurance policies shall include cross liability and a clause stating that such insurance is primary with respect to the coverages provided thereby and all aircraft and/or substitute and/or replacement aircraft used by Frontier in connection with this Agreement (the "Aircraft") and shall not be contributory with or excess over any insurance carried by Charterer, or its directors, officers, employees and representatives with respect to such coverages, and

(b) Workers' compensation insurance as required by applicable law and employer's liability insurance with minimum limits of One Million Dollars ($1,000,000) per occurrence.

ii. Charterer is an agency of the State of Montana, and the State of Montana, MSU, its officials and employees are self-insured under the provisions of Title 2, Ch. 9, Montana Codes Annotated. MSU will maintain insurance required for state agencies as provided under Title 2, Ch. 9, Montana Codes Annotated. The statutory limits of liability are $750,000 for each claim and $1.5 million for each occurrence. A certificate of insurance will be provided upon request.

h. Unused Space. To the extent not inconsistent with any governmental regulation or order, Frontier may use any unused space on a Charter Flight for the carriage of mail, cargo, and/or personnel and property, without diminution of the Charter Flight Cost agreed to herein. Charterer agrees that Frontier, at its option, may permit the use of any unused space on any of the Charter Flights by Frontier personnel on the same terms and conditions as are applicable to travel by such personnel on Frontier's scheduled service. The term "unused space" as used in this paragraph does not include seats which Charterer, in its discretion, makes available on a free or reduced rate basis to its employees, directors or officers or the parents and immediate family of such persons or for any reasonable business purpose.

i. Miscellaneous Charter Provision.

i. Charterer will comply with all valid requirements imposed upon Frontier pertaining to security in connection with any of the Charter Flights, including all TSA rules and regulations.
ii. Charterer acknowledges that it shall be solely responsible to participants for furnishing all services set forth in any solicitation material distributed in connection with Charterer's charter program.
iii. Charterer acknowledges that Frontier will not allow an unaccompanied minor (below the age of 18) to board a Charter Flight and that Frontier will not carry any live animals on any Charter Flight, other than service animals defined in the applicable FARs.
iv. Charterer shall be responsible for requiring that all flight participants comply with all conditions of this Agreement and Charterer shall also be responsible for all damages by flight participants to the property of Frontier excepting reasonable wear and tear.

**7. Cancellations.**

a. If any Charter Flight or Charter Flights are cancelled at the request of Charterer or are canceled by Frontier due to Charterer's failure to comply with the terms of this Agreement, including Charterer's failure to comply with applicable DOT regulations, Charterer agrees to pay to Frontier as liquidated damages (but not as a penalty), a cancellation charge as follows:

i. When the Charter Flight is cancelled within thirty (30) days or less before the Charter Flight is scheduled to commence from point of origin, Charterer will pay 100% of the Charter Flight Cost.

ii. When the Charter Flight is cancelled more than thirty (30) days, but less than sixty (60) days before the Charter Flight is scheduled to commence from point of origin, Charterer will pay 50% of the Charter Flight Cost.

iii. When the Charter Flight is cancelled more than sixty (60) days, but less than ninety (90) days before the Charter Flight is scheduled to commence from point of origin, Charterer will pay 20% of the Charter Flight Cost.

iv. When the Charter Flight is cancelled more than ninety (90) days before the Charter Flight is scheduled to commence from point of origin, Charterer will not pay any of the Charter Flight Cost.

b. If Frontier improperly cancels a Charter Flight, Frontier's sole liability and Charterer's exclusive remedy shall be to obtain a refund of the escrowed Charter Flight Cost allocated to the un-flown Charter Flight.

**8.** **Force-Majeure Failure.** If Frontier fails to perform, delays, or substitutes an aircraft for, a Charter Flight, in each case due to any event or condition causing similar failure or delay at the same location by commercial airlines generally (including governmental or airport laws, regulations or orders, air-traffic restrictions, acts of God, terrorism, strikes, lockouts, riots, civil disobedience, national emergencies, unavailability of fuel, weather or any other events beyond Frontier's reasonable control), Frontiers sole liability and Charterer's exclusive remedy shall be to obtain a refund of the escrowed funds allocated to the unflown Charter Flight or segment.

**9.** **Special Provisions for State University.**

a. The Parties understand and agree Charterer is, or is acting on behalf of a State University, and that while Charterer is responsible for its negligent acts or omissions, nothing contained in this Agreement shall be construed as

i. an express or implied waiver of the governmental immunity of Charterer or the State governmental entity;

ii. an express or implied acceptance of by Charterer of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of liabilities allowable under applicable State law;

iii. a pledge of the full faith and credit of the State;

iv. Charterer's assumption of a debt, contract, or liability on behalf of Frontier in violation of applicable State law.

b. Omitted.

**10.** **Events of Default.** The parties agreement that the following events or condition shall each constitute an Event of Default under this Agreement:

a. Non-Payment. If either party fails to make any payment to the other party, when due, under the terms of this Agreement, if such failure continues for a period of five days after written notice thereof from the other party. If Charterer fails to make any Escrow Payment or to provide an applicable bond as required by the DOT with respect to the Charter Flights, Frontier will cancel the affected Charter Flights and may terminate this Agreement immediately upon notice to Charterer.

b. Breach. If Charterer or Frontier shall fail to comply with any provision, other than subsection a addressed above, of this Agreement and if such failure continues for a period of 30 days after written notice from either Charterer or Frontier to the other party, provided however, if the correction of such breach cannot be completed within the 30 day period and the party correcting such breach shall have started substantial performance within the 30 day period and its completion can be anticipated within a commercially reasonable period of time, the 30 day period shall be extended.

c. Bankruptcy. A party consents to the appointment of a custodian, receiver, trustee or liquidator of itself or all or a material part of its property or a party admits in writing its inability to, or is unable to, or does not, pay its debts generally as they come due, or makes a general assignment for the benefit of creditors, or a party files a voluntary petition in bankruptcy or a voluntary petition seeking reorganization in a proceeding under the bankruptcy laws or insolvency laws now or hereinafter existing or an answer admitting the material allegations of a petition filed against a party in any such proceeding, or a party by voluntary petition, answer or consent seeks relief under the provisions of any other bankruptcy, insolvency or other similar law providing for an agreement, composition, extension or adjustment with its creditors, or any action is taken in furtherance of any of the foregoing, whether or not the same is fully effected or accomplished, or an involuntary petition against a party in a proceeding under the United States Federal bankruptcy laws or any foreign insolvency laws (as now or hereafter existing) is filed and is not withdrawn or dismissed within thirty (30) days thereafter.

d. Force Majeure. Notwithstanding the foregoing, an Event of Default other than a payment default shall be deemed not to have occurred if the party's failure to perform or on account of any delay in performance of any obligation under this Agreement, is due in whole or in part to a Force Majeure act or event.

**11. Remedies Upon Event of Default**. Upon the occurrence of any Event of Default, the non-defaulting party shall, in its sole discretion, have the right to exercise any and all rights and remedies available to it arising under this Agreement or otherwise existing at law and/or in equity, including the right to terminate this Agreement, recover damages, and seek such other relief as may be appropriate under the circumstances. All remedies available to the non-defaulting party shall be cumulative and resort to any one remedy shall not preclude or adversely affect the resort to other or further remedies, howsoever existing. Neither party shall be liable to the other on account of any failure to perform or on account of any delay in performance of any obligation under this Agreement, if and to the extent such failure or delay shall be due to a Force Majeure act or event.

**12. No Assignment**. The parties agree that neither party shall have the right to assign this Agreement or any rights hereunder, or to delegate any duties, obligations, liabilities or responsibilities arising hereunder, to any other person or entity, without the prior written consent of the other party, which consent will not be unreasonably withheld. The parties agree that Frontier may assign certain ground handling and ground service duties to third party providers.

**13. Notices**. All notices, requests, demands, consents and other communications (each, a "Notice") hereby shall be in writing and may be given by hand, telecopier, FedEx or other reputable overnight air courier or U.S. Certified or Registered Mail, return receipt requested, at the respective address or facsimile number of the addressee as set forth in this Agreement. Any Notice given in accordance with this Section shall be deemed given and effective for all purposes hereof, as follows:

To: Frontier

Frontier Airlines
Attn: Alane Anderson
7001 Tower Road



Initial: SP

Denver, CO 80249
(facsimile) 720-374-4389
Alane.Anderson@FlyFrontier.com

To: Charterer contact information listed above.

**14. Waiver of Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED IN ANY CONNECTION WITH THIS AGREEMENT, HOWSOEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE OR THE OTHER PARTY OR PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Parties acknowledge that they have negotiated the terms of this Article and agree that these terms constitute essential, bargained for conditions of this Agreement.

**15. Miscellaneous.**

a. Omitted.

b. Waiver. The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder, or of the future performance of any such term, covenant, or condition, and such failure shall in no way effect the validity of this Agreement or the rights and obligations of the parties hereto. Additionally, no waiver of any breach of this Agreement shall be a waiver of any subsequent breach.

c. Entire Agreement. This Agreement, and all attachments or exhibits hereto or thereto, supersedes all prior communications, agreements, representations or understanding between the parties, oral or written, with respect to the same subject matter, and fully sets forth the understanding of the parties.

d. Arbitration. Any dispute, controversy or difference arising between the parties out of or with respect to the performance, interpretation, or application of this Agreement, or the respective rights and liabilities of the parties hereunder, and which cannot be agreed upon amicably between the parties, shall be referred to arbitration to be conducted pursuant to the provisions of the Commercial Arbitration Rules of the American Arbitration Association as applicable to the settlement of commercial disputes. The parties may agree on the selection of a single arbitrator, but if they cannot agree, each party shall select an arbitrator and the two selected arbitrators shall select a third arbitrator. The cost of the arbitration proceeding shall be borne equally between the parties unless the arbitration panel otherwise determines. The decision of the arbitrator(s) shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to reimbursement of all costs and expenses incurred, including reasonable attorneys' fees.

e. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any third party other than the parties to this Agreement and their respective successors and assigns.

f. Survival. All rights, remedies and obligations of the parties hereto existing at the time of the expiration or termination of this Agreement shall survive such termination or expiration.



Initial: SP

g. Relationship. It is understood and agreed by the Parties that this Agreement does not create an employment relationship between them, that Charterer is an independent contractor, and that nothing in this Agreement is intended to make either Party a subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever. Frontier is an independent contractor and has no relationship with Charterer other than a vendor/vendee relationship. The employees of each Party providing the services under this Agreement remain the employees of each Party. There is no joint employer relationship and each Party shall make all decisions as to hiring and supervising their respective employees. Each Party shall be liable and shall indemnify, defend and hold the other harmless for all taxes and benefits arising from the employment of their respective employees involved in the performance of the services hereunder.

h. Confidentiality. The parties hereto acknowledge and agree that the provisions of this Agreement, including the pricing and cost provisions hereof, are secret and highly confidential. Accordingly, Charterer agrees that it will not reveal or disclose any of the commercial terms of this Agreement to any present or future competitor of Frontier without the prior written consent of Frontier, except as otherwise required by law or except to the extent necessary to enforce any of the terms or conditions of this Agreement. Frontier also agrees that it will not reveal or disclose any of the commercial terms of this Agreement to any present or future competitor of Charterer without the prior written consent of Charterer, except as otherwise required by law or except to the extent necessary to enforce any of the terms or conditions of this Agreement.

i. Rules of Interpretation. The following rules of interpretation apply to the Agreement:

i. the word "or" is not exclusive and the words "including" or "include" are not limiting;
ii. the words "hereby," "herein," "hereof," "hereunder" or other words of similar meaning refer to the entire document in which it is contained;
iii. a reference to any agreement or other contract includes permitted supplements, amendments and restatements;
iv. a reference to singular includes plural and vice-versa and each gender includes the other; and
v. a reference to days, months, or years refers to calendar days, months, and years, unless business days are specified.

j. Execution of Agreement and Counterparts. Each person executing this Agreement on behalf of the party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or facsimile signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same Agreement.

k. Modifications or Amendments. Modifications and amendments to this Agreement shall be in writing and signed by a duly authorized representative of each party.

l. Severability. Any term or provision of this Agreement, which is held to be invalid, illegal, unenforceable or void, will in no way affect any other term or provision.

m. Equal Employment Opportunity. It is the policy of F9 to give equal opportunity to all qualified persons without regard to race, age, color, religion, sex, marital status, handicap, or national origin, in accordance with the Affirmative Action Clauses for Executive Order 11246, as amended, Section 503 and 38USC2012, as amended; as required by 41 CFR 60-1.4 ,60-250.4 and 60.741.4.

n. The Charterer may not maintain nor provide for its passengers and employees any segregated facilities. The term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains and recreational areas, in accordance with 41 CFR 60-1.8.

IN WITNESS WHEREOF, this Agreement is duly executed and delivered by an authorized representative of each of the parties as of the date first written above.

**FRONTIER AIRLINES, INC.**

_____
Signature
Name: Daniel Shurz
Title: V.P., Strategy & Planning
Date: _____

**CHARTERER**

Stacy Pearson
Signature
Name: Stacy Pearson
Title: VPFA
Date: 5/26/11



Initial: SP

## Exhibit A

A. **CATERING**: Frontier will provide the following catering on the Charter Flights:
**Athletic Beverages and Power Bars**

B. **FLIGHT SCHEDULE**

| Date Mo/Day/Yr | DOW | Routing | Departure (Approx) | Aircraft |
|---|---|---|---|---|
| SEP 2, 2011 | FRI | BOI-ATL | TBD | A-320 |
| SEP 3, 2011 | SAT | ATL-BOI | TBD | A-320 |
| SEP 15, 2011 | THU | BOI-TOL | TBD | A-319 |
| SEP 16, 2011 | FRI | TOL-BOI | TBD | A-319 |
| OCT 7, 2011 | FRI | BOI-FAT | TBD | A-319 |
| OCT 8, 2011 | SAT | FAT-BOI | TBD | A-319 |
| OCT 14, 2011 | FRI | BOI-FNL | TBD | A-319 |
| OCT 15, 2011 | SAT | FNL-BOI | TBD | A-319 |
| NOV 4, 2011 | FRI | BOI-LAS | TBD | A-319 |
| NOV 5, 2011 | SAT | LAS-BOI | TBD | A-319 |
| NOV 18, 2011 | FRI | BOI-SAN | TBD | A-319 |
| NOV 19, 2011 | SAT | SAN-BOI | TBD | A-319 |

C. **Fuel Escalation Charge**: The Charter Flight Cost will increase **according to the matrix below** for each $0.01 per gallon fuel cost increase from the base fuel cost of **$3.00**.

| | |
|---|---|
| **ATL** | **$135** |
| **TOL** | **$117** |
| **FAT** | **$71** |
| **FNL** | **$56** |
| **LAS** | **$66** |
| **SAN** | **$80** |

D. **Boarding/Security Option**: The Charter Flight Cost contained in the contract assumes plane-side boarding in BOI and private security screening. Additionally the use of an FBO at off-line airports is included in the Charter Flight Cost.



Initial: SP

## BOISE STATE UNIVERSITY

### SUBJECT

Park and Ride Facility

### APPLICABLE STATUTE, RULE OR POLICY

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

### BACKGROUND/DISCUSSION

Boise State University continues to experience significant growth in enrollment, programs and facilities. This growth continues to drive the need for the University to acquire new properties for redevelopment.

The University Master Plan calls for the progressive removal of interior single-level surface parking lots in favor of higher density multi-level parking structures at the perimeter of campus. While this is an appropriate strategy for the highest and best use of campus real estate, this strategy will also significantly increase the cost of campus parking since the cost to develop structured parking is significantly higher than surface parking.

To continue to provide lower-cost parking options, the University is pursuing off-site park and ride facilities. These facilities will be purchased as bare land on which the University will construct future improvements. These park and ride facilities will provide lower cost parking options within a reasonable proximity to the University and along established transit routes serving the campus.

It is expected that the total project costs including land acquisition and parking lot facility improvements will be approximately $1,730,000. To date the University's Transportation and Parking Department has secured federal and local grant funds totaling $1,508,580 to assist in the purchase and development of the park and ride. The University will provide the remaining funds needed to complete the project.

The University is currently evaluating multiple parcels. Grant funds need to be obligated for this project by September 2011, the University plans on returning to the Board in August 2011 for approval to purchase the land.

### IMPACT

Total project costs including land purchase and design and construction are estimated at $1.73 million. The University has secured $1,505,580 in external grant funds and parking funds will be used to fund the difference of approximately $224,420.

The University will return to the Board for approval to purchase the land and for approval to design and construct the improvements.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has no comment or recommendation.

**BOARD ACTION**

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

## BOISE STATE UNIVERSITY

### SUBJECT

Plan and Design of Geothermal Utility Service Connections, Phase I

### REFERENCE

| | |
|---|---|
| June 2010 | Board approves motion to enter into Geothermal Service Agreement, Phase I, with the City of Boise |
| February 2011 | Board approves motion to enter into Geothermal Service Agreement, Phase II, with the City of Boise |

### APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I and V.N

### BACKGROUND/DISCUSSION

In June 2010 the Board approved Boise State University's request to enter into an agreement with the City of Boise for the extension of the City's geothermal utility service to the University campus. Under this agreement the University is to design and construct modifications to existing buildings to accept the new geothermal utility.

The University is securing professional services for the planning and design of the building modifications using the standard process through the Idaho Division of Public Works at an estimated cost of $167,000. Design services will provide greater detail in the design and more certainty in the overall project cost. The University will return to the Board for construction approval with a complete and updated budget.

### IMPACT

Based on estimates prepared as part of the grant proposal, the cost for the planning and design portion of this project, which includes architectural fees, commissioning, testing, and plan checks, is expected to be approximately $167,000. The total project cost including construction to convert five buildings is estimated at $1,762,173. While the total cost share between federal and University sources will depend on final bids, it is estimated that the University will fund $625,000 and the balance will be paid with federal grant funds.

The conversion of campus buildings to accept geothermal service is an essential function of the grant the University has received and the agreement entered into with the City of Boise. The costs incurred by the University in support of this grant, including the conversion of campus buildings, will be returned to the University through a discount utility rate agreement as detailed in the previously approved Geothermal Agreement between the City and the University.

The University expects to make geothermal water a long-term sustainable source for heating buildings on campus.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has no comment or recommendation.

**BOARD ACTION**

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

**BOISE STATE UNIVERSITY**

**SUBJECT**

Higher Education Insurance Feasibility Study

**REFERENCE**

| | |
|---|---|
| Fall, 2009 | Higher Education President's Council meeting with Governor Otter |

**APPLICABLE STATUTE, RULE OR POLICY**

Section 67-5767, Idaho Code

**BACKGROUND/DISCUSSION**

The State of Idaho's benefit plan serves approximately 19,000 state employees, including 5,000 employees of higher education institutions. Recent state-mandated changes to the benefit plan have had a detrimental impact on higher education institutions and their employees, leading those impacted by the changes to collaborate to find a viable solution.

In September 2010 Boise State University, working with seven other Idaho higher education institutions, engaged Aon/Hewitt, a global leader in risk management and benefit plan services, to conduct a feasibility study to determine how current benefits align with best practices and whether it would be beneficial for the institutions to consider forming a separate group from the State for purposes of establishing and operating an insurance program.

The feasibility study included health, life and disability insurance, prescription drug benefits and flexible spending accounts and proposed improvements to benefit the institutions. A successful program would give institutions more control and flexibility with respect to plan cost, design, eligibility, funding, and customer service allowing the institutions to be more responsive to the needs of faculty and staff. As part of the study, Aon/Hewitt examined enrollment, funding, plan provisions, actual claim experience and comparative benchmarks. Their report was finalized and reviewed with the institutions in April 2011.

**IMPACT**

Key findings from the study include:

- Potential savings from competitive bidding for insurance, cost management, plan design updates and prescription drug program design are estimated to be from $2.2 - $6.7 million.
- Creating a unique risk pool of higher education institutions would allow the groups to create plans and eligibility standards that meet the needs of institutions.

- The State's administration fee is competitive within the marketplace, but creation of the administrative infrastructure for a separate higher education program would be costly and complex.
- There is a potential impact to the State's current plan if higher education institutions create their own plan, reducing the State's beneficiary count from 19,000 to 14,000.

In light of these findings, the participating institutions have initiated discussions to explore other alternatives to creating a separate higher education insurance program that will allow institutions to play a more active and participatory role in the State's insurance program. The most important issues to the institutions continue to be plan design, control and flexibility in insurance programs as well as the ability to interact with providers and vendors. Customer service, proactive management and communication are also critical. Through continued discussions and collaboration the institutions are hopeful that these concerns can be addressed and the potential for substantial cost savings to the State, the institutions and significant improvements to the benefit plans can be realized.

## STAFF COMMENTS AND RECOMMENDATIONS

Costs savings from re-bidding and plan design could benefit the entire State group insurance plan, not just higher education. The outcomes of this study have been discussed with gubernatorial and legislative staff, and a key objective will be to secure support of elected officials to champion some of these changes.

## BOARD ACTION

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

## IDAHO STATE UNIVERSITY

### SUBJECT

Approval of a professional fee for the Associate of Science (A.S.) Paramedic Science program

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.b.iv

### BACKGROUND/DISCUSSION

Graduates of the Paramedic Science program at Idaho State University (ISU) will obtain a specialized higher education academic degree that qualifies them for licensure to practice as paramedics. The Paramedic Science program leads to a degree (A.S.) that meets the minimum requirements for entry into the paramedic profession, and qualifies a graduate to sit for a certification exam required for licensure in Idaho. The Paramedic Science program at ISU is nationally accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP). The professional fees will augment the funds from other sources needed to cover the cost of the program.

The Paramedic Science degree at ISU ensures that the state has a quality accredited education program that is transferable and portable and maintains pathways for the advancement of its graduates. It is the only A.S. degree-granting paramedic education program in Idaho, thereby providing graduates with an academic pathway to other health sciences degree programs. Paramedic professionals and agencies are most interested in A.S. degree programs that facilitate articulation toward baccalaureate and graduate programs of study. The request for a Paramedic Science program professional fee meets the criteria as outlined in the Board's Governing Policies and Procedures.

Due to budget cuts, state General Fund support was eliminated for the Paramedic Science program in FY 2011. As a result, admission to the program was suspended for the 2010/11 academic year, but the program was not formally discontinued.

### IMPACT

The proposed fee will provide the resources necessary to cover the cost of the program.

### ATTACHMENTS

Attachment 1 – Letter of Support from Ada County Page 5
Attachment 2 – ASISU Letter of Support Page 6
Attachment 3 – Student Support Signatures Page 13
Attachment 4 – Program Budget Page 14

**STAFF COMMENTS AND RECOMMENDATIONS**

To designate a professional fee for a Board approved program, all of the following criteria must be met:

a. Credentialing Requirement

1. A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.

*Response: ISU represents that the A.S. degree qualifies graduates for licensure to practice as paramedics.*

2. The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

*Response: ISU represents that the A.S. degree meets the minimum requirements for entry into the paramedic profession.*

b. Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

*Response: The Paramedic Science program at ISU is nationally accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP).*

c. Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

*Response: General Fund support for the program was eliminated in ISU's last round of budget cuts, and tuition revenue is not sufficient to cover the full cost of instruction for this program.*

Staff finds that Board policy criteria for designating a professional fee have been met for this program. ISU has also provided evidence of student and community support for reinstatement of the program, even at the proposed higher cost. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to designate a professional fee for the Associate of Science (A.S.) Paramedic Science program in conformance with the program budget submitted to the Board in Attachment 4.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**ATTACHMENT 1**

IDAHO STATE UNIVERSITY

**Associated Students of Idaho State University**

921 S 8th Avenue
Stop 8125
Pocatello, Idaho
83209-8125

To Whom It May Concern:

As the representative of the student body at Idaho State University we support the addition of a professional fee in the amount of $650.00 per semester to the Paramedic Science Program, which is assessed on top of tuition. We understand that this program would not be reinstated here at Idaho State University if a professional fee were not approved, seeing that there are not sufficient state funds to support the program.

After speaking with prospective students who have signed a petition there is a consensus that they are interested in this program after completing the pre-requisites required for admission. One prospective student said he is very interested in the Paramedic Science Program and is glad there is an accredited University that is going to offer it.

The institution of the Paramedic Science Program at Idaho State University would re-emphasize the designation given by the Idaho State Board of Education in that this is Idaho's health care University.

Sincerely,

Shaun Stokes
ASISU President
Idaho State University

Phone: (208) 282-3435
Cell: (208) 705-7213
Fax: (208) 282-4451

stokshau@isu.edu
www.isu.edu/asisu/

Phone: (208) 282-3435
FAX: (208) 282-4451

ISU Is An Equal Opportunity Employer

# Idaho State UNIVERSITY

I have attended the information session regarding the reinstatement of the Paramedic Science program at Idaho State University's Meridian Health Science Center. At this session I learned about the admissions process for ISU, the pre-professional requirements, pre-requisites, and general education requirements for Paramedic Science program and the professional fees, in addition to tuition, that are part of the program. I understand this is an informational brief only and that the reinstatement of the Paramedic Science program is contingent on State Board of Education approval in June.

| Name (Please Print) | Address | Phone Number | Email Address |
|---|---|---|---|
| Nef Lupercio | 10617 W. Pine Ave Apt #2 | 830-7620 | firsman_n3f@Hotmail |
| Kate Baldwin | 1789 E. Heritage Park | 880-2248 | Baldwinkatherine@meridianschools.org |
| Jacob Moscrip | 5656 S. Omaga Pl. | 830-1088 | moscripths@gmail.com |
| Brady Daigle | 3047 E Sweetwater Dr | 208-340-9067 | BCLbradyd@hotmail.com |
| Nora Smith | 3042 E Sweetwater | 208 340 9065 | nna59459@aol.com |
| Michael McLeod | 3315 N. HAWTHORNE DR. | 208-631-6269 | mcleodfamily@cableone.net |
| Connor McLeod | 3315 Hawthorne Dr. | 208-908-2954 | Highlander3030@gmail.com |
| Shane Calder | 516N Pringlewood Pl | 405-2011 | calderuader@gmail.com |
| Dean Waite | 7122 Blue Bird Dr. | 631-5052 | ddwaite@yahoo.com |

# Idaho State UNIVERSITY

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| Name (Please Print) | Address | Phone Number | Email Address |
|---|---|---|---|
| Brian Hill | 5955 N. Heathrow | 863-4550 | hilldbri@gmail.com |

# Idaho State UNIVERSITY

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| Name (Please Print) | Address | Phone Number | Email Address |
|---|---|---|---|
| Katie Tucker | 1025 S. Dale st. Apt. 102 | 208-949-3065 | KTucker1231@gmail.com |

ATTACHMENT 2

# Idaho State UNIVERSITY

I have attended the information session regarding the reinstatement of the Paramedic Science program at Idaho State University's Meridian Health Science Center. At this session I learned about the admissions process for ISU, the pre-professional requirements, pre-requisites, and general education requirements for Paramedic Science program and the professional fees, in addition to tuition, that are part of the program. I understand this is an informational brief only and that the reinstatement of the Paramedic Science program is contingent on State Board of Education approval in June.

| Name (Please Print) | Address | Phone Number | Email Address |
|---|---|---|---|
| Ashley Hanna | 11807 pheasant Run Ct, Caldwell Idaho 83605 | 208-250-6976 | A_hanna_0304@yahoo.com |

**ATTACHMENT 2**

# Idaho State UNIVERSITY

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| Name (Please Print) | Address | Phone Number | Email Address |
|---|---|---|---|
| Harley Davidson | 1881 Allumbaugh St | (208)703-0533 | tinytank1993@msn.com |
| RACHELLE BROOKS | 820 N Hastings Ave | 208-949-6851 | dbrooks0107@yahoo.com |
| Max Oja | 10176 W Trestle wood St. | 208-949-8749 | oja-max@yahoo.com |
| Kelsey Monacott | 10877 Hiawatha Dr. | (208)629-6809 | kfizzle.for.sizzle.my.shizzle@gmail |
| Amanda Wagoner | 10905 Northview St. | (208)-961-0134 | — |
| Alexandra Kovash | 7742 W. moosehun ct. | (208)-373-1887 | — |
| Samantha Gilbert | 327 W. Elwood Dr | (208)870-7433 | stgilbert11@gmail.com |
| Morris Hardy | 6668 Monarch ST, EAGLE | 859-0644 | mhardy36@gmail.com |

**ATTACHMENT 2**

# Idaho State UNIVERSITY

I have attended the information session regarding the reinstatement of the Paramedic Science program at Idaho State University's Meridian Health Science Center. At this session I learned about the admissions process for ISU, the pre-professional requirements, pre-requisites, and general education requirements for Paramedic Science program and the professional fees, in addition to tuition, that are part of the program. I understand this is an informational brief only and that the reinstatement of the Paramedic Science program is contingent on State Board of Education approval in June.

| Name (Please Print) | Address | Phone Number | Email Address |
|---|---|---|---|
| Rhyannon Kunsella | | | laurasellas@yahoo.com |
| Koreen Boydstun | 3301 Sweetwater Dr | 208-336-9607 | kabstar3@yahoo.com |
| Conner Farley | 5146 S. Adonis way | 208-608-8092 | connerfarley@gmail.com |
| CASSIE D LONG | 6467 W. Denton St. | 208-371-4545 | cassandra-long93@gmail.com |
| Jake Blazzard | | | Jhblazzard@yahoo.com |
| JAMES DUPBIN | | | ymdurbin@gmail.com |
| Jack Kingsley | | | JLKingsley39@yahoo.com |
| Matt Sutton | 10342 Wilard Dr | 208-391-4146 | mattsutton@live.com |
| Kaitlyn Brown | | | kaitsbrown@gmail.com |
| Hannah Barrett | | | hannahbarrett09@gmail.com |

# Idaho State UNIVERSITY

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| Name (Please Print) | Address | Phone Number | Email Address |
|---|---|---|---|
| Christina Reyes | 4900 N. Maplewood Boise Id. 83703 | 919-0383 | christina.denise.reyes@gmail.com |

AdaCountyParamedics
Neighbors for Life

**ATTACHMENT 3**

April 8, 2011

Dr. Gary Olson
Provost &Vice President for Academic Affairs
Idaho State University
921 South 8th Ave., Stop 8063
Pocatello, ID 83209-8063

Dear Dr. Olson,

Please consider this letter as a sign of Ada County Paramedics' strong support for ISU to reinstate its Paramedic Education Program at the Meridian campus.

As the area's largest provider of pre-hospital emergency care, we have a large stake in how paramedics and potential employees are educated. We believe that paramedics should be educated in a setting that offers them the best resources possible. This includes a nationally accredited program and the possibility for the students to receive college credits for their work toward a paramedic license.

It also includes state-of-the-art training in a facility which can offer the most modern methods for educating pre-hospital professionals. ISU can offer all of these amenities.

Michael Mikitish, Ellen Jones, and I have been working hard to form the foundation for the best Paramedic Program in the area.

Ada County Paramedics looks very forward to creating a substantial and long-term partnership with ISU. If you have any questions, or need further information, please do not hesitate to contact me at your convenience.

Sincerely,

Mary Anne Pace

Mary Anne Pace, MPH
Education Program Manager
208-287-2980
mpace@adaweb.net

Troy M. Hagen, Director
P.O. Box 140209 · 5870 Glenwood · Boise, ID 83714-0209
208-287-2950 phone · 208-287-2999 fax
adaparamedics.org

**IDAHO STATE UNIVERSITY** **Resource Allocation and Impact Summary**

**BUDGET SUMMARY**

**Proposal to add a AS in Paramedic Science - ISU-Meridian**

## PROPOSAL - ENROLLMENT PROJECTIONS

| | Year 1 FY Total | Year 2 FY Total | Year 3 FY Total |
|---|---|---|---|
| **New Enrollments** | | | |
| FTE | 0.33 | 0.33 | 0.33 |
| Headcount | 20 | 20 | 20 |
| **Shifting Enrollments** | | | |
| FTE | 0 | 0 | 0 |
| Headcount | 0 | 0 | 0 |

## PROPOSAL - REVENUE

| | TOTAL | Year 1 FY Total | Year 2 FY Total | Year 3 FY Total |
|---|---|---|---|---|
| **Appropriated Funds - New** | 0 | 0 | 0 | 0 |
| **Appropriated Funds - Reallocation** | 0 | 0 | 0 | 0 |
| **Grants & Contracts** | 0 | 0 | 0 | 0 |
| **Fees** (Professional Fees ($650 per semester (x2 semesters) + $325 summer) - These are in line with other ISU Profession fees) | 97,500 | 32,500 | 32,500 | 32,500 |
| **Other** Self- Sustainment Model (proposed) ((Full Time student = $1900 per semester (tuition full time) x 20 students x 2 semesters (fall & spring)) + (4 credits summer internship x 20 students x $231 per credit summer tuition)) | 283,411 | 94,470 | 94,470 | 94,470 |
| **GRAND TOTAL PROPOSED REVENUES** | 380,911 | 126,970 | 126,970 | 126,970 |
| **RECURRING *** | 380,911 | 126,970 | 126,970 | 126,970 |
| **NON-RECURRING **** | 0 | 0 | 0 | 0 |

## PROPOSAL - EXPENDITURES

| | FTE | Salary | Fringe Benefits | Year 1 FY Total | Year 2 FY Total | Year 3 FY Total |
|---|---|---|---|---|---|---|
| **FTE Personnel and Costs** | 0.33 | 13,835 | 5,677 | 19,512 | 19,512 | 19,512 |
| **Instructional Contract** | | | | 85,500 | 85,500 | 85,500 |
| | | | | 105,012 | 105,012 | 105,012 |
| **Operating Expenditures** | N/A | N/A | N/A | 16,900 | 16,900 | 16,900 |
| **Capital Costs** | N/A | N/A | N/A | 4,000 | 4,000 | 4,000 |
| **Library Support** | 0 | 0 | 0 | 1,058 | 1,058 | 1,058 |
| **Physical Facilities** | 0 | 0 | 0 | 0 | 0 | 0 |
| **Information Technology** | | | | 0 | 0 | 0 |
| **GRAND TOTAL PROPOSED EXPENDITURES** | | | | 126,970 | 126,970 | 126,970 |
| **PROPOSAL REVENUE LESS EXPENDITURES** | | | | 0 | 0 | 0 |

## UNIVERSITY OF IDAHO

### SUBJECT

One Card Services – US Bank National Association ND (US Bank)

### APPLICABLE STATUTE, RULE, OR POLICY

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

### BACKGROUND/DISCUSSION

The University of Idaho (UI) utilizes a one-card program which provides an easy payment and processing method for small dollar transactions and travel. Currently, that program has been contracted to US Bank through a Request for Proposal process resulting in an agreement effective November 1, 2004 for an initial three year term with options to renew for an additional five one-year renewal options.

A new Request for Proposal process would be required in 2012 with the expiration of the current agreement. The current US Bank revenue share is anticipated to be $117,612. It was determined that the program was efficient and effective. The revenue sharing elements in this competitive environment significantly improve through increased aggregation of volume. The University's examination of competitively awarded agreements undertaken by two purchasing consortiums and the Division of Purchasing was conducted. After careful review, it was determined that the Higher Education Card Consortium (HECC) program lead by the California University system provided the best opportunity and greatest service to the University of Idaho. Subsequent clarifications and interviews were conducted with US Bank.

The agreement provides an exclusive relationship over an initial term of five years with options to renew for an additional five years.

The one-card program provides service and payment processing for small item purchases and authorized travel to approximately 1,500 cardholders. Optional expansion programs which the University may decide to participate in the future include a fleet card and a corporate card program.

### IMPACT

The initial term of this agreement is from July 1, 2011, through April 30, 2016, with optional renewals for a total of five additional years. Revenue share under current operational expectations is anticipated to be $194,634 with enhancement opportunities. Over the ten year term, the University anticipates revenue shares in excess of $2,000,000.

Total value of the contract over the full anticipated term is $4,220,239.

**ATTACHMENTS**

Attachment 1 – Proposed Contract Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

While the term of the consortium agreement is five years from the effective date, the University is joining this consortium part way into the year, so for UI the first year of the agreement is not a full year.

The UI Purchasing/Travel Card User Manual states that "the purpose of the Purchasing Card Program is to establish a more efficient, cost-effective method of purchasing and paying for small dollar transactions. The Program is designed to reduce department purchase orders, eliminate use of petty cash and personal funds reimbursed by a claim voucher." The User Manual goes on to stipulate that "all purchases with this Card must comply with the guidelines in the University of Idaho's Faculty-Staff Handbook (FSH), the UI Purchasing Card Manual, and other funding agency restrictions that may apply." The User Manual specifically restricts, by category, items which cannot be purchased with the P-Card.

No individual card transaction may exceed $5,000.

The University has identified US Bank's Higher Education Card Consortium as a favorable provider of purchasing and payment processing services. The agreement also includes revenue sharing opportunities in the form of rebates on the basis of aggregate net annual charge volume or other transactional volume measures, which will offset the total cost of the contract to the University.

Staff recommends approval.

**BOARD ACTION**

I move to approve the agreement for One Card services between the University of Idaho and US Bank National Association ND, in substantial conformance to the form submitted to the Board as Attachment 1, and to authorize the University's Director of Purchasing Services to execute the agreement on behalf of the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

# U.S. Bank Higher Education Card Consortium Program Application

**Corporate Card**
Designed to pay for company travel and entertainment (T&E) expenses such as airline tickets, hotels, car rentals and meals.

**Purchasing Card**
Designed to pay for frequently purchased items such as maintenance, repair and operating (MRO) goods.

**One Card**
Designed to meet the needs of every company's spending activity – combining the benefits of corporate and purchasing cards in a single card program to manage both T&E and procurement expenses.

Please ensure the following materials are included and/or completed prior to submitting the U.S. Bank Higher Education Card Consortium Application.

## ENSURE the Application is complete and accurate

- Does the Application contain all required information?
- Is the Application signed?
- Has the U.S. Bank W9/ACH form been completed and sent as directed at the end of this Application?
- Along with this Application, please attach a copy of your most recent annual financial statement(s) according to the grid below. If the most recent annual financial statements are more than five (5) months old, please attach the most recent interim financial statements as well.

| Anticipated Monthly Charge Volume | Financial Statements Required? | Years |
|---|---|---|
| =< $50,000.00 | Yes | 1 |
| $50,000.01 - $250,000.00 | Yes | 2 |
| => $250,000.01 | Yes | 3 |

## HELP us speed up the processing of your documents

- The signer's title must be the same and consistent on all pages.
- If you are unsure of the legal name of your organization or the signer's title, please verify by calling your Controller's office or discuss your options with your U.S. Bank representative. Variation or abbreviations of legal names cannot be accepted.

Send completed Applications and financial statements to your U.S. Bank Representative.

**Thank You!**

# U.S. Bank Higher Education Card Consortium Program Application

The creditor and issuer of U.S. Bank Cards is U.S. Bank National Association ND ("U.S. Bank").

## SECTION 1 – PROGRAM MEMBER INFORMATION AND AUTHORIZATION

PROGRAM MEMBER'S LEGAL NAME
The Regents of the University of Idaho

DBA OR PROGRAM MEMBER NAME TO BE EMBOSSED ON CARD(S) (Limit to 21 letters and spaces.)
University of Idaho

FEDERAL TAX ID
82-6000945

PROGRAM MEMBER PHYSICAL ADDRESS (PO Box not acceptable)
702 Deakin Street

CITY
Moscow

STATE
Idaho

POSTAL CODE
83844-4244

CARD PROGRAM CONTACT NAME
Linda Keeney

CONTACT TITLE
Manager, Accounts Payable and Travel Services

CONTACT PHONE NUMBER
(208) 885-5379

CONTACT FAX NUMBER
(208) 885-5417

EMAIL ADDRESS

WEBSITE ADDRESS
www.uidaho.edu

NET ANNUAL SALES
$ N/A

TOTAL ANNUAL BUDGET LESS PAYROLL
$ 96 million

ANTICIPATED MONTHLY CHARGE VOLUME
$ 1,250,000

## AUTHORIZATION AND EXECUTION

Program Member certifies to U.S. Bank that the person executing this Application is authorized by Program Member in accordance with its organization rules and applicable law to bind the Program Member to this Application and has the authority to incur Debt in the name of the Program Member. Program Member has read, understood and agrees to this Application and U.S. Bank is entitled to act individually and collectively in reliance upon the authorizations and certifications set forth in this Application.

**In witness whereof**, Program Member has, by its authorized signer(s), executed this Application and agrees to the attached Agreement.

DATED THIS _____ DAY OF _____, 20 _____

SIGNATURE OF AUTHORIZED INDIVIDUAL

PRINTED NAME OF AUTHORIZED INDIVIDUAL
Christopher Johnson

PRINTED TITLE OF AUTHORIZED INDIVIDUAL
Director, Contracts and Purchasing Services

**INDUSTRY CATEGORY:** ☐ DELIVERIES ☐ MANUFACTURER ☐ SERVICES ☐ RETAIL ☐ WHOLESALER ☑ OTHER Education

**TYPE OF ORGANIZATION:**
☐ CORPORATION (PUBLIC) ☐ CORPORATION (PRIVATE) ☐ PARTNERSHIP ☑ GOVERNMENT ☐ LLC ☐ LLP

☐ IF ANY OF THE ABOVE AND NON PROFIT ☐ OTHER _____

IS THE PROGRAM MEMBER RATED BY DUN AND BRADSTREET (D&B)? ☑ YES ☐ NO

IF YES, D&B NUMBER
07-574-6271

If not rated by D&B, applications may be expedited by attaching a copy of Program Member's Business License, Certificate of Good Standing, Tax Return and/or filings with Secretary of State.

DOES THE PROGRAM MEMBER HAVE AN EXISTING RELATIONSHIP WITH U.S. BANK? ☑ YES ☐ NO

IF YES, WHAT TYPE OF RELATIONSHIP One Card

DOES THE PROGRAM MEMBER CONDUCT BUSINESS IN A FOREIGN COUNTRY?: ☑ YES ☐ NO

IF YES, LIST COUNTRIES AND NATURE OF BUSINESS CONDUCTED Travel

DOES THE PROGRAM MEMBER HAVE A FLEET OF 10+ VEHICLES FOR WHICH YOU PURCHASE FUEL/VEHICLE MAINTENANCE? ☑ YES ☐ NO

DOES THE PROGRAM MEMBER OWN OR OPERATE ITS OWN AIRCRAFT? ☐ YES ☑ NO

DOES THE PROGRAM MEMBER HAVE FREIGHT AND/OR SHIPPING EXPENSES GREATER THAN $1 MILLION PER YEAR? ☐ YES ☑ NO

## SECTION 2 – OPTIONAL FEATURES/SPECIAL PRODUCTS

PLEASE SELECT YOUR PROGRAM TYPE:

☐ CORPORATE CARD ☐ PURCHASING CARD ☑ ONE CARD

Please indicate by checking the boxes below any Optional Features and/or Special Products you would like to add to your HECC Card Program and check a box to indicate which card program the optional feature/special product will be associated with.

**OPTIONAL FEATURES**

☐ ATM Access/Cash Advance ☐ Corporate Card ☐ Purchasing Card ☐ One Card

☐ Convenience Checks (only upon approval by U.S. Bank) ☐ Corporate Card ☐ Purchasing Card ☐ One Card

**SPECIAL PRODUCTS**

☐ Managed Spend ☐ Corporate Card ☐ Purchasing Card ☐ One Card

☐ Non-plastic Accounts (a card is not issued) ☐ Corporate Card ☐ Purchasing Card ☐ One Card

☐ Central Billing Accounts* ☐ Corporate Card ☐ Purchasing Card ☐ One Card

* Please note that all Central Billing Accounts are Corporate Liability with central billing.

| ANTICIPATED ANNUAL CHARGE VOLUME | | NUMBER OF CARDHOLDERS | |
|---|---|---|---|
| $ | CORPORATE CARD | | CORPORATE CARD |
| $ | PURCHASING CARD | | PURCHASING CARD |
| $ 16, 000,000 | ONE CARD | 1,500 | ONE CARD |
| $ | MANAGED SPEND | | MANAGED SPEND |
| $ | CENTRAL BILLING ACCOUNTS | | CENTRAL BILLING ACCOUNTS |

## SECTION 3 – LIABILITY OPTION (CORPORATE CARD ONLY)

Please select the required liability option for your Cards. This selection is subject to approval by U.S. Bank.

☑ Corporate Liability – NOTE: *Central Billing is only available with Corporate Liability.* ☐ Joint and Several Liability ☐ Contingent Liability

## SECTION 4 – BILLING METHOD

Please select your preferred billing option. Each option is described in the attached Agreement. U.S. Bank reserves the right to modify this selection based on Company qualification. The standard billing option is monthly.

**Corporate Card**

☐ Biweekly Billing Cycle - Central Billing *Corporate Liability only*
☐ Monthly Billing Cycle - Central Billing *Corporate Liability only*
☐ Monthly Billing Cycle - Individual Billing

**Purchasing Card**

☐ Biweekly Billing Cycle - Central Billing
☐ Monthly Billing Cycle - Central Billing

**One Card**

☑ Biweekly Billing Cycle - Central Billing
☐ Monthly Billing Cycle - Central Billing
☐ Monthly Billing Cycle - Individual Billing

## SECTION 5 – PROGRAM MEMBER LOGO

Check "Yes" to add your Program Member's logo to your Cards. There is a setup fee of three hundred dollars ($300.00) for this option. By sending your logo to U.S. Bank you represent and warrant that Program Member has the right to use the logo and you agree to protect and indemnify U.S. Bank against any claim of impermissible use.

☒ Yes ☐ No

## SECTION 6 – USA PATRIOT ACT NOTIFICATION

In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank may require Program Member, Participant(s) and Cardholder(s) to provide legal entity names, street addresses, taxpayer identification numbers and other information that will allow U.S. Bank to identify each prior to establishing Accounts under or in connection with this Application. U.S. Bank reserves the right to require that Program Member, Participant(s), and Cardholder(s) promptly provide to U.S. Bank sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.

In addition, Program Member must submit a copy of one (1) of the following documents in connection with the processing of this Application:

☐ Articles of Incorporation/Organization Trust Instrument ☐ Government issued business license ☐ Partnership, LLC Agreement or Bylaws

**FOR U.S. BANK USE ONLY**

| DATE OF OFAC | SEARCHED BY | BANKER'S EMPLOYEE ID |
|---|---|---|
| | | |

| CPS SALES | TM | IPM | AM |
|---|---|---|---|
| | | | |

**Corporate Card**

☐ Biweekly Billing Cycle - Central Billing *Corporate Liability only*
☐ Monthly Billing Cycle - Central Billing *Corporate Liability only*
☐ Monthly Billing Cycle - Individual Billing

**Purchasing Card**

☐ Biweekly Billing Cycle - Central Billing
☐ Monthly Billing Cycle - Central Billing

**One Card**

☐ Biweekly Billing Cycle - Central Billing
☐ Monthly Billing Cycle - Central Billing
☐ Monthly Billing Cycle - Individual Billing

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## HECC PROGRAM TERMS AND CONDITIONS

The U.S. Bank Higher Education Card Consortium Program Application Terms and Conditions (the **"Agreement"**) is entered into by U.S. Bank National Association ND (**"U.S. Bank"**) and the entity signing the Application as **"Program Member"** to participate in the U.S. Bank Higher Education Card Consortium Program (the **"HECC Program"**), through the use of a Corporate Card, Purchasing Card and/or One Card. This Agreement supersedes any previous and like agreements with Program Member.

Institutions and entities that are eligible to participate in the HECC Program include any public or private colleges, universities, or other institutions of higher learning within the United States; any K-12 educational institutions within the United States; and school districts or other groups or administrative entities, affiliates or non-profit organizations associated with a Program Member. Program Members may participate in this Agreement upon credit approval by U.S. Bank and upon the signing and submission of a properly completed Application.

1. **EFFECTIVE DATE.** This Agreement shall become effective upon approval by U.S. Bank of (1) Program Member's creditworthiness and (2) this Application and Agreement. The **"Effective Date"** of this Agreement shall be the date the Application is signed by Program Member.

2. **SCOPE OF HECC PROGRAM.** The HECC Program may be used by Program Member, Program Member's Participants, if any, and their collective Cardholders, and it is comprised of the three business purpose charge cards (**"Card"** or **"Cards"**) described below. In the Application portion of this Agreement, Program Member may request one or more of the following three products.

| | U.S. Bank Corporate Card | U.S. Bank Purchasing Card | U.S. Bank One Card |
|---|---|---|---|
| **Purpose** | Used for charging business expenses related to travel and entertainment whether or not a Card is issued. | Used for charging goods and services related to business activities whether or not a Card is issued. | Used for charging (1) business expenses related to travel and entertainment and (2) goods and services related to business activities whether or not a Card is issued. |

Upon approval of this Application, U.S. Bank will issue Cards and establish Accounts for Program Member. While this Agreement is in effect, U.S. Bank may also issue Cards and establish Accounts for any of Program Member's subsidiaries and affiliates, provided that U.S Bank approves such participation. Such subsidiaries and affiliates are known as **"Participants"**. Program Member may designate Participants by providing to U.S. Bank a list, in writing, of the legal entity names of the subsidiaries and affiliates that are approved by Program Member for participation in the HECC Program. Program Member may exclude any Participant or employee from the HECC Program by providing written notice to U.S. Bank. Program Member shall designate which employees should receive Cards (**"Cardholders"**) and/or be issued Account numbers. All Accounts and Cards issued are only for business purposes and will be subject to the terms of this Agreement and any Cardholder Agreement provided to Cardholder. The Cardholder Agreement may be amended from time to time without notice to the Cardholder, however Cardholder will receive notification of any material change to the Cardholder Agreement that affects the Cardholder's rights or obligations. **"Account"** means any account established by U.S. Bank pursuant to this Agreement in the name of Program Member, Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued. **"Debt"** means all amounts charged to an Account including without limitation all amounts related to charges that are owed to U.S. Bank by Program Member, its affiliates, Participants and/or Cardholders. **"Association"** means, collectively, the entities that govern commercial card issuance, including, without limitation, Visa® Inc., MasterCard® USA, and MasterCard® International. **"Visa"** shall mean Visa® Inc. **"MasterCard"** shall mean, collectively, without limitation, MasterCard® USA, Inc. and/or MasterCard® International.

3. **BILLING.** A summary of the billing options available to Program Member for each card product is shown below.

| | U.S. Bank Corporate Card | U.S. Bank Purchasing Card | U.S. Bank One Card |
|---|---|---|---|
| **Billing Options** | Central Billing or Individual Billing | Central Billing | Central Billing or Individual Billing |
| **Billing Cycles** | Monthly or Biweekly for Central Billing; Monthly for Individual Billing | Monthly or Biweekly | Monthly or Biweekly Monthly for Individual Billing |

Note: Central Billing is only available with Corporate Liability.

Program Member must make payment to U.S. Bank using Autopay (ACH Debit) or another electronic payment method approved by U.S. Bank. Based upon the billing option selected by Program Member, U.S. Bank will send Program Member, Participant or Cardholder a periodic billing statement (**"Statement"**), which will itemize all transactions for the billing period. The amount shown on the Statement as the amount due (**"Amount Due"**) shall be due and payable in U.S. Dollars within the Payment Term. **"Billing Cycle"** means the time period from when a Statement is generated until the next Statement is generated. **"Payment Term"** means the time period after the end of a Billing Cycle and before the Amount Due must be received by U.S. Bank.

**3.1.** **Billing Cycles.** Biweekly and Monthly Billing Cycles are available to Program Member, depending on the Card product and billing option selected by Program Member.

**3.1.1.** **Biweekly Billing Cycle.** All transactions are billed every fourteen (14) days. Program Member or Participant will receive Statements at the conclusion of each Billing Cycle for all Cardholder or Central Billing Account transactions. Payment for all Accounts under this option have a seven (7) day Payment Term.

**3.1.2.** **Monthly Billing Cycle.** All transactions are billed on the same day every month (**"Cycle Date"**).

**3.2.** **Billing Options.** Central and Individual Billing are available to Program Member, depending on the card product and billing cycle selected by Program Member and subject to approval by U.S. Bank.

**3.2.1.** **Central Billing.** U.S. Bank sends Statements on all Accounts directly to Program Member or Participant for payment to U.S. Bank. Program Member or Participant shall pay the Amount Due to U.S. Bank within the fourteen (14) day Payment Term. Central Billing is only available with Corporate Liability.

**3.2.2.** **Individual Billing.** U.S. Bank sends Statements on all Accounts directly to Cardholders. Program Member subsequently acknowledges its responsibility for ensuring the Amount Due is paid within the Payment Term of twenty-five (25) days after the Cycle Date. Cardholder or Program Member shall pay the Amount Due to U.S. Bank within the twenty-five (25) day Payment Term.

**3.3.** **Reporting.** Each Program Member shall have access to its own data. California State University shall also have access to summary level data on total spend for all Program Members. In no event shall U.S. Bank share with California State University any confidential data of Program Member or any data that would identify Program Member to California State University.

**4. LIABILITY.** U.S. Bank provides a variety of liability options, as shown below, upon approval by U.S. Bank.

| | U.S. Bank Corporate Card | U.S. Bank Purchasing Card | U.S. Bank One Card |
|---|---|---|---|
| **Liability Options** | Corporate Liability, or<br>Joint and Several Liability, or<br>Contingent Liability | Corporate Liability only | Corporate Liability only |

**4.1. Corporate Liability.** Program Member is solely liable to U.S. Bank for all billed transactions.

**4.2. Joint and Several Liability.** Program Member and the Cardholder are jointly and severally liable to U.S. Bank for all billed transactions.

**4.3. Contingent Liability.** The Cardholder is liable to U.S. Bank for all billed transactions. Program Member has contingent liability, which means Program Member is liable for any billed transactions that are legitimate business charges and have not been previously reimbursed by Program Member to the Cardholder.

**4.4. Liability Exceptions.** Program Member may be liable for all billed transactions, regardless of liability option selected, in the following circumstances.

**4.4.1. Liability for Cardholders or Accounts Outside of the United States and Canada.** Corporate Liability will apply to any Cards or Accounts issued to Cardholders or Account users outside of the United States and Canada.

**4.4.2. Failure to Notify.** Failure by Program Member to provide necessary notice or information to U.S Bank required by Section 8, below, may result in Program Member's liability for all transactions on such Cards and Accounts. Such liability is limited to the period of time from when notification should have been received to when notification is actually received, and to only those transactions that U.S. Bank cannot either charge back to the merchant or collect directly from the Cardholder.

**5. LIABILITY WAIVER.** Program Member and Participants are protected by either the Visa Liability Waiver Protection Program or the MasterCard MasterCoverage® Liability Protection Program (collectively, the **"Association Program"**), depending on which Association governs Program Member's HECC Program. In the event of fraudulent use of a Card or Account, provided that Program Member or Participant promptly notifies U.S. Bank of the fraudulent activity and complies with the terms and conditions of the Visa Liability Waiver Protection Program or MasterCoverage Liability Protection Program, the Association Program may assume liability for the resultant loss. Program Member and Participant acknowledge and agree that liability waiver benefits are subject to Association rules, restrictions, limitations and exclusions and to the specific Association Program and related terms (including, but not limited to the amount of coverage). The Association Program is provided by the Associations and is not governed, administered or underwritten by U.S. Bank.

**6. DELINQUENCY.** If the Amount Due has not been paid by Program Member, Participant or the Cardholder within the Payment Term, any unpaid portion of the Amount Due will be shown on subsequent Statements as the **"Past Due Amount."** U.S. Bank has the right to (a) bill a Delinquency Fee on all delinquent Accounts as specified in Section 9.2 below; (b) suspend or cancel any Account that is delinquent for two (2) or more Billing Cycles; and (c) recover any legal fees and/or other expenses incurred in collecting any delinquent amount on any Account.

**7. DISPUTED BILLINGS.** All disputes about charges or billings must be communicated in writing to U.S. Bank at the address provided on the Statement. U.S. Bank must receive written notification of a dispute within sixty (60) days after the date on the Statement on which the disputed or allegedly incorrect transaction first appeared. Association regulations govern the resolution of all billing disputes.

**8. CLOSED, LOST OR STOLEN CARDS AND COMPROMISED ACCOUNTS.** Program Member or Participant shall immediately notify U.S. Bank by telephone at 800-344-5696 or in writing addressed to U.S. Bank, PO Box 6343, Fargo, ND 58125-6343 in the event of (a) termination of employment of any Cardholder and/or termination of Cardholder's access to the HECC Program; (b) any cancelled Card or closed Account; (c) any lost or stolen Card or compromised Account; or (d) any compromised information regarding Cards, Accounts or other sensitive data including, but not limited to Account numbers, personal identification numbers, passwords, or Cardholder information. Program Member or Participant will provide to U.S. Bank any information requested by U.S. Bank with respect to such Cards and/or Accounts. Program Member, Participant and Cardholders will not be liable for unauthorized charges that occur after notification to U.S. Bank of the loss, theft, or possible unauthorized use of such Card and/or Accounts. In any case, Cardholder's liability will not exceed fifty U.S. Dollars ($50.00).

**9. FEES.** Program Member will pay the following fees (collectively **"Fees"**) in connection with the HECC Program.

**9.1. NSF Fee.** U.S. Bank may charge a non-sufficient funds fee (**"NSF"**) of fifteen U.S. Dollars ($15.00) for any returned payment on an Account.

**9.2. Delinquency Fees.** If a Purchasing Card or One Card Account is not paid in full within the Payment Term U.S. Bank may charge a delinquency fee (**"Delinquency Fee"**) of (a) one percent (1%) of the Past Due Amount not paid by the second Billing Cycle, and (b) two and one half percent (2.5%) of the Past Due Amount not paid by each subsequent Billing Cycle. The minimum Delinquency Fee on any Purchasing Card or One Card Account is two U.S. Dollars ($2.00). If a Corporate Card Account is not paid in full within the Payment Term U.S. Bank may charge a Delinquency Fee of two and one half percent (2.5%) of the entire Past Due Amount for each Billing Cycle in which the Corporate Card Account is not paid in full. The minimum Delinquency Fee for any Corporate Card Account is two dollars ($2.00).

**9.3. Foreign Transaction Fees.** U.S. Bank currently charges a two and one half percent (2.5%) foreign transaction fee (**"Foreign Transaction Fee"**) for any transaction that takes place outside the United States that is not in U.S. Dollars. U.S. Bank reserves the right to raise the fee with sixty (60) days prior written notice to Program Member.

**9.4. Logo Embossing.** U.S. Bank may charge a one-time fee of three hundred U.S. Dollars ($300.00) to set Program Member's or Participant's logo on the Card. A two-week delay may occur with Card issuance and implementation. By sending a logo to U.S. Bank for embossing, Program Member represents and warrants that Program Member has the right to use such logo. Program Member will be responsible for verification of logo design, will hold U.S. Bank harmless from any usage of such logo on any Card and agrees to indemnify U.S. Bank against any claim of infringement or impermissible use.

**9.5. Travel Accident Insurance.** Common Carrier Travel Accident Insurance with a benefit amount of two hundred fifty thousand U.S. Dollars ($250,000.00) is provided at no charge in connection with the HECC Program. Program Member or Participant must notify U.S. Bank of the use of Central Billing Accounts for booking of travel to ensure appropriate insurance coverage is in place.

**10. CONFIDENTIALITY.** The HECC Program is a unique service involving proprietary information of U.S. Bank. Program Member and Participants each agree that the HECC Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Program Member and Participants, and only to the extent necessary for Program Member and Participants to participate in the HECC Program. U.S. Bank agrees that it will maintain all non-public data relative to Program Member and Participants and all Account(s) as confidential information. U.S. Bank agrees to use the data regarding Program Member and Participants only to provide services to Program Member and Participants and will not release the information to any other party, provided, however, that U.S. Bank must disclose Account, Cardholder, Program Member, Participant and/or transaction information to the applicable Association governing this HECC Program, third-party service providers, merchants, merchant processors, and legal, law enforcement or regulatory authorities. U.S. Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity of Program Member and Participants

provided that such data does not contain any direct or indirect identification of Program Member or Participants. The parties agree to take all reasonable steps to safeguard proprietary information and not to release such information to any person or party not essential to participation in the HECC Program. Notwithstanding the above, as Administrator of the HECC Program, representatives of California State University will receive a periodic summary of each Program Member's and Participant's summary level data on total spend. In no event shall U.S. Bank share with California State University any confidential data of Program Member or any data that would identify Program Member to California State University.

**11. TERM, TERMINATION AND SUSPENSION.** This Agreement will remain in effect for five (5) years from the Effective Date and will continue thereafter until terminated in accordance with this Section 11. After the conclusion of the initial five (5) year period, either party may terminate this Agreement without cause at any time upon ninety (90) days prior written notice to the other party. Any such written notice of termination must state the effective date of termination. All Cards and Accounts shall be canceled as of the effective date of termination.

**11.1. Termination for Cause by Either Party.** Either party may terminate this Agreement immediately at any time by written notice to the other party upon any of the following events: (a) dissolution or liquidation of the other party or the other party's parent company; (b) insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for benefit of creditors of the other party or parent thereof, or the entering by the other party into any other similar proceeding or arrangement for the general benefit of its creditors; (c) any failure to perform a material obligation of this Agreement; (d) if any material statement, representation or warranty of a party, its affiliates or parent at any time furnished to the other party is untrue in any material respect when made; or (e) a material breach of any other agreement entered into by the parties.

**11.2. Termination for Cause by Program Member.** Program Member may terminate this Agreement at any time by providing ten (10) days prior written notice to U.S. Bank upon any of the following events: (a) U.S. Bank's reduction of Program Member's PCL or ACLs, as defined in Section 15, has materially and adversely affected Program Member's utilization of any card product or the HECC Program; (b) Program Member's governing body does not appropriate funds sufficient for the continuation of the HECC Program, or (c) U.S. Bank's failure to reasonably perform in accordance with a material term of any written proposal or presentation provided to Program Member by U.S. Bank in contemplation of this Agreement, provided that Program Member has worked with U.S. Bank to develop a sixty (60) day action plan to ensure U.S. Bank's performance materially complies with any aforementioned proposal or presentation, and U.S. Bank has failed to successfully complete all deliverables agreed to in such action plan.

**11.3. Termination for Cause by U.S. Bank.** U.S. Bank may terminate this Agreement at any time by providing ten (10) days prior written notice to Program Member upon any of the following events: (a) Program Member merges, sells or otherwise transfers all or substantially all of its assets, causing a material change to Program Member's business or financial condition; (b) a material adverse change in the business prospects or financial condition of Program Member; or (c) the overall relationship is unprofitable for U.S. Bank, provided that U.S. Bank has worked with Program Member to develop a sixty (60) day action plan to return the relationship to profitability, and Program Member has failed to successfully complete all deliverables agreed to in the action plan.

**11.4. Effect of Termination.** Upon termination of this Agreement for any reason, Program Member and Participants shall destroy all Cards and return any and all of U.S. Bank's confidential or proprietary information to U.S. Bank. Program Member will remain liable for all Debt incurred or arising from the use of a Card or Account prior to the termination date. Upon cancellation of an Account or termination of this Agreement, Program Member, Participants or Cardholder will cancel the billing of all reoccurring transactions to an Account (**"Trailing Transactions"**). Notwithstanding the selected liability option, Program Member is solely liable to U.S. Bank for all Trailing Transactions. U.S. Bank may suspend any Card and/or Account at any time for any reason. Rights, obligations and liability that arise prior to the suspension or termination of this Agreement, shall survive the suspension or termination of this Agreement.

**12. LIMITATION OF LIABILITY.** IN NO EVENT SHALL PROGRAM MEMBER OR ANY PARTICIPANT, U.S. BANK OR ANY AFFILIATE OF U.S. BANK BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

**13. WARRANTIES.** Each party represents and warrants to the other that (a) this Agreement is valid, binding and enforceable; (b) the execution of this Agreement and the performance of each party's obligations are within such party's powers and have been authorized by all necessary action; and (c) the execution of this Agreement does not constitute a breach of any other agreement or duty arising in law or equity. Program Member represents and warrants to U.S. Bank that (a) all information provided to U.S. Bank is true, complete and accurate, and Program Member has authority to provide such information and complete the Application; (b) Program Member has and continues to comply with all applicable laws, rules, regulations and requirements of governmental authorities related to the use of the Card and participation in the HECC Program; and (c) Program Member possesses the financial capacity to perform all of its obligations under this Agreement at the Effective Date and upon each transaction or use of a Card or Account during the term of this Agreement. Any breach of this Section 13 shall constitute a material breach of this Agreement and, upon written notice, the non-breaching party may immediately terminate this Agreement. EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO PROGRAM MEMBER OR TO ANY OTHER PERSON IN CONNECTION WITH THIS AGREEMENT.

**14. FINANCIAL INFORMATION.** Since this Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Program Member shall provide information as requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp (the parent company of U.S. Bank) or any of its subsidiaries, Program Member shall either provide: (i) if Program Manager anticipates monthly charge volume of equal to or less than $50,000.00, last years annual financial statements, or (ii) if Program Member anticipates monthly charge volume of greater than $50,000.00 but less than $250,000.00, the last two (2) years of annual financial statements, or (iii) if Program Member anticipates monthly charge volume of greater than $250,000.00, the last three (3) years of annual financial statements. If the initial set of financial statements is older than five (5) months when provided, Program Member must also provide interim financial statements. Annually thereafter, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Program Member, Program Member must provide the previous years financial statements. U.S. Bank prefers audited financial statements that have been prepared by Program Member's independent certified public accountant. In the event U.S. Bank requires additional information to conduct its review of Program Member, Program Member agrees to provide to U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Program Member as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.

**15. AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS.** Subject to credit approval by U.S. Bank, an Account Credit Limit (an **"ACL"**) for each Account and an Aggregate Product Credit Limit (the **"PCL"**) for all Accounts shall be established by U.S. Bank pursuant to this Agreement.

**15.1. Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Program Member of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Program Member shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.

**15.2. Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.

**15.2.1. Program Member Accounts.** U.S. Bank shall provide notice to Program Member of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Program Member shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.

**15.2.2. Cardholder Accounts.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL and/or limit spending activity on any Cardholder Account.

**15.2.3.** **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

**16.** **CHANGE IN TERMS OF THE AGREEMENT.** U.S. Bank may change the terms of this Agreement at any time by giving Program Member written notice. If permitted by applicable law, the changes will apply to existing Account balances as well as future transactions. If Program Member refuses to accept the changes, Program Member must notify U.S. Bank in writing within ninety (90) days from the date of the notice that Program Member refuses to accept the changes and elects to terminate this Agreement. Should Program Member elect to terminate this Agreement pursuant to this Section, all Debt outstanding shall become due and payable by Program Member to U.S. Bank, according to the terms of the existing Agreement. Program Member will also be responsible for ensuring the destruction of all Cards.

**17.** **MERCHANT CATEGORY CODES.** U.S. Bank will implement standard charge authorization procedures designed to prevent or restrict usage of Cards or Accounts for purchases based on merchant category code (**"MCC"**). Program Member or Participant may modify its respective standard MCC restrictions at any time upon written notice to U.S. Bank. MCC restrictions do not apply to Cash Advance transactions. U.S. Bank has no liability for transactions declined or approved contrary to the intent of Program Member. MCC restriction capabilities are limited to the extent accurate MCC data regarding the transaction authorization request is received and the accurate designation of such MCC by the Association and merchant. MCC designation is determined by the Association and the merchant.

**18.** **OPTIONAL FEATURES/SPECIAL PRODUCTS.** Upon request by Program Member or Participant and approval by U.S. Bank, Program Member and Participants may utilize Optional Features/Special Products provided in connection with this HECC Program. U.S. Bank or a third-party service provider may make such services available to Program Member and Participants. Program Member and Participants agree to the terms of such services, including, but not limited to, granting authority to disclose HECC Program data of Program Member, Participant and Cardholder to such third-party service provider, as provided by any ancillary service agreement, addendum or schedule. Optional Features/Special Products available to Program Member are described in Addendum A of this Agreement.

**19.** **EXCLUSIVITY.** The Parties acknowledge and agree that U.S. Bank shall be the sole provider to Program Member of the Card Products and Optional Features/Special Products selected under this Agreement.

**20.** **REGISTERED MARKS AND TRADEMARKS.** Neither party has any right, title or interest, proprietary or otherwise, in or to any name, logo, copyright, service mark or trademark owned or licensed by the other party.

**21.** **NOTICES.** Except for written notices between U.S. Bank and Program Member or Participant relating to the status of individual Cards, all notices, requests and other communication will be directed to Program Member at the address on the Application attached hereto, or to U.S. Bank at Corporate Payment Systems, 200 South Sixth Street, Minneapolis, MN 55402. Unless otherwise specified herein, all notices, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any electronic means approved by U.S. Bank. Either party may change its notification address by written notice to the other.

**22.** **GOVERNING LAW.** The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the state in which Program Member is primarily located, without giving effect to the conflict of law principles thereof, and applicable federal laws.

**23.** **NOTICE TO OHIO RESIDENTS.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**24.** **EMPLOYMENT OF AGENTS.** U.S. Bank may, in its sole discretion, employ affiliates or subsidiaries of U.S. Bank as its agents to perform part or all of its obligations under this Agreement at any time without the consent of Program Member, provided, however, that such action shall not affect its obligations to Program Member hereunder.

**25.** **PROGRAM ADMINISTRATOR.** Program Member and/or Participants shall designate a representative to serve as the primary point of contact with U.S. Bank. Such representative shall be trained and have thorough knowledge of the HECC Program and shall be authorized to provide U.S. Bank with the information necessary to the HECC Program.

**26.** **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that this Agreement may not be assigned by Program Member without the prior written approval of U.S. Bank.

**27.** **CUSTOMER SERVICE.** Program Member, Participant or Cardholder may contact U.S. Bank customer service center twenty-four (24) hours a day, seven (7) days per week at 800-344-5696 for HECC Program customer service.

## ADDENDUM A – OPTIONAL FEATURES/SPECIAL PRODUCTS

As part of the HECC Program, the optional features and special products listed in Section 5 of the Application ("**Optional Features/Special Products**") may also be available to Program Member or Participant, upon approval by U.S. Bank. The terms and conditions shown below apply to the Optional Features/Special Products.

**1. Optional Features**

**1.1.** **ATM Access/Cash Advances. "Cash Advance"** means an amount of money advanced, in the form of cash or check, and charged to an Account. U.S. Bank provides access to Cash Advances through owned and participating bank Automated Teller Machines and Association member offices. If Program Member elects to use Cash Advances, U.S. Bank will establish predetermined Cash Advance limits for Cardholders, either as a group or individually. U.S. Bank reserves the right to suspend or terminate Cash Advance access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Program Member.

**1.2.** **Convenience Checks. "Convenience Check"** means a draft drawn against an Account by the Cardholder for purchases. U.S. Bank can issue Convenience Checks to Cardholders designated by Program Member. Replenishment of Convenience Checks will occur upon request by the Cardholder, subject to the Cardholder's Account status and cash availability. Convenience Check transactions are posted to the Cardholder Statement as a Cash Advance. U.S. Bank reserves the right to suspend or terminate Convenience Check access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Program Member. The following limitations apply to Convenience Checks:

**1.2.1.** **Authorization.** There is no authorization process associated with the use of Convenience Checks. At the time of purchase, U.S. Bank is unable to verify the authenticity of the signature on a Convenience Check or the identity of the person signing the Convenience Check. U.S. Bank cannot restrict the use of Convenience Checks to specific Merchant Category Codes.

**1.2.2.** **Disputes.** Use of Convenience Checks and disputes arising therefrom are not covered by Association regulations. Other than the fraudulent use of a Convenience Check by an individual other than the Cardholder, which is governed by the applicable law pertaining to negotiable instruments, no dispute rights apply to the use of a Convenience Check to make a purchase.

**1.2.3.** **Returned Checks.** U.S. Bank reserves the right to return a Convenience Check unpaid to the payee if (i) the amount of the Convenience Check exceeds the Cardholder's Cash Advance limit or (ii) U.S. Bank determines that honoring the check presents a risk of loss or liability to U.S. Bank or Program Member.

**1.2.4.** **Limitation of Liability.** U.S. Bank is not liable for any damages resulting from U.S. Bank's refusal to honor a Convenience Check presented for payment.

**2. Special Products**

**2.1.** **U.S. Bank Managed Spend Card.** The U.S Bank Managed Spend Card is a specialized corporate liability card designed for use by Program Members or Cardholders to charge business related goods and services. Program Member may also elect to have Managed Spend Cards issued to family members of relocating employees. Unless requested for a different duration, Managed Spend Cards have a term of twelve (12) to thirty-six (36) months. U.S. Bank also provides Managed Spend Central Billing Accounts, which can also be used for business or relocation expenses. Based on the credit worthiness of Program Member and/or its Cardholder, U.S. Bank, at its sole discretion, shall establish a credit limit of no less than five hundred U.S. Dollars ($500.00). The Managed Spend Card, which is always corporate liability, carries all other terms of the HECC Program with which it is aligned unless otherwise stated herein.

**2.2.** **Central Billing Account.** Central Billing Account means any Account used for consolidating transactions from one or more Accounts for billing purposes.

**3.** **Optional Features/Special Products Fees.** The fees shown below may apply to the use of Cash Advances and Convenience Checks. All fees shown are in U.S. Dollars.

| Cash Advance Fees | |
|---|---|
| Transaction Fee | 2.5% (Minimum $2.00) |

| Convenience Check Fees | |
|---|---|
| Transaction Fee | 2.5% (Minimum $2.00) |
| Returned Check Fee | $15.00 |
| Stop Payment Fee | $15.00 |
| Check Copy Fee | $5.00 |

**4.** **Aggregate Volume Rebate.** Program Member will take part in the HECC Program with other Program Members in which charge volumes will be aggregated for rebate calculation purposes according to the terms of this Agreement.

## ADDENDUM B – PROGRAM MEMBER REVENUE SHARE OPPORTUNITIES

**A. Corporate Card Revenue Share.**

**1. Terminology**

**a.** **"Account"** means any account number to which charges and payments may be posted. This includes Corporate Cards and any Non-plastic Accounts, Central Billing Accounts and Managed Spend Cards associated with Corporate Cards.

**b.** **"Aggregate Net Annual Charge Volume"** means the aggregate of all charges set forth on the Statements furnished for all Accounts of Program Member, including Program Member's Participants, if any, and all other Program Members for whom the sum of the Entity Net Annual Charge Volume plus the Large Ticket Volume equals at least fifty thousand U.S. Dollars ($50,000.00) for each Agreement Year. Program Members include California State University and any other entity joining the HECC Program through a U.S. Bank Commercial Card Master Agreement or Higher Education Card Consortium Program Application.

**c.** **"Agreement Year"** means a twelve (12) month period beginning April 1, 2010.

**d.** **"Average Transaction Size"** means the Entity Net Annual Charge Volume divided by the number of purchase transactions during each Agreement Year. A purchase transaction is a debit point of sale purchase transaction.

**e.** **"Charge-off"** means any amount due and owing to U.S. Bank or its Affiliates by Program Member that remains unpaid for one hundred fifty (150) days after the date that it was first billed.

**f.** **"Entity Net Annual Charge Volume"** means all charges set forth on the Statements furnished for all Accounts of a Program Member and its Participants, if any, less Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each Agreement Year.

**g.** **"File Turn Days"** means the number of days from the date U.S. Bank funds a charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.

**h.** **"File Turn Days Payment Performance"** means the average speed of repayment of charges made for each Agreement Year.

**i.** **"Fraudulent Charges"** means those charges which are not initiated, authorized or otherwise requested by Program Member, a Participant and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Program Member, a Participant and/or a Cardholder.

**j.** **"Large Ticket Volume"** means only those charges which the Association has determined qualify for large ticket interchange rates and which are processed by the Association using large ticket interchange rates, less credits, for each Agreement Year. To qualify for large ticket interchange rates, (1) the transaction must be over a specified U.S. Dollar amount as agreed to by the Association and each merchant, (2) the transaction must pass through the Association with associated transactional data as agreed to by the Association and each merchant, and (3) the merchant must be signed up as a participant through their Acquirer in the large ticket program offered by the Association. All other charges and all amounts related to fees, cash advances, Fraudulent Charges, chargebacks and Charge-offs are excluded from Large Ticket Volume.

**k.** **"Revenue Share"** means the combination of the Performance Rebate, the Aggregate Program Rebate, the Transaction Size Rebate, and the Volume Rebate.

**l.** **"Total Rebate Percentage"** means the sum of the Performance Rebate Percentage, the Aggregate Program Rebate Percentage, the Transaction Size Rebate Percentage, and the Volume Rebate Percentage.

**2. Revenue Share Conditions.**

**a.** **Revenue Share Payment.** The first Revenue Share payment pursuant to this Section A of Addendum B, if any, shall be made within ninety (90) days after the end of the first Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day. All Revenue Share payments shall be paid in the form of an Automated Clearing House (ACH) payment. Program Member must provide any necessary information to U.S. Bank to facilitate electronic payments.

**b.** **Program Members.** U.S. Bank shall individually calculate the Revenue Share payments for all Accounts of each qualifying Program Member, including all of that Program Member's Participants, and shall make payments each Agreement Year individually to each Program Member.

**c.** **Adjustments.** Any Revenue Share payment made pursuant to this Section A of Addendum B will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated. In the event that any Revenue Share payment under this Section A of Addendum B, net of Charge-offs, would be less than one hundred U.S. Dollars ($100.00), no Revenue Share payment will be made to Program Member for that Agreement Year.

**d.** **Early Termination.** In the event that the Agreement is terminated prior to the completion of the Base Period, in addition to any other remedies available to U.S. Bank, this Revenue Sharing Opportunity shall immediately terminate. Any Revenue Share payment owed to Program Member at the time of termination for the completion of any prior Agreement Year shall be paid in accordance with the terms stated herein. Revenue Share payments are made on an annual basis, using performance and charge volume totals, and cannot be paid to Program Member for incomplete Agreement Years.

**e.** **Confidentiality.** Program Member and Participants expressly agree that the terms and conditions of this Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank's prior written consent, which may be exercised at its sole option.

**3. Minimum Performance Requirements for Program Members.** No Revenue Share calculation for Program Member shall be made unless:

**a.** The Agreement was in effect through the end of the Agreement Year (no Revenue Share payment shall be made in the event that the Agreement is terminated prior to the end of the Agreement Year);

**b.** The File Turn Days Payment Performance for all Account Statements of that Program Member is equal to or less than forty (40) File Turn Days;

**c.** The Aggregate Net Annual Charge Volume of all Program Members for whom the sum of the Entity Net Annual Charge Volume and the Large ticket Volume equals at least fifty thousand U.S. Dollars ($50,000.00) is equal to or greater than five million U.S. Dollars ($5,000,000.00);

**d.** The Average Transaction Size for that Program Member is equal to or greater than one hundred twenty-five U.S. Dollars ($125.00);

**e.** The sum of the Entity Net Annual Charge Volume and the Large Ticket Volume for that Program Member is equal to or greater than five hundred thousand U.S. Dollars ($500,000.00), unless such Program Member has not yet completed a full Agreement Year since executing the Application, in which case the sum of the Entity Net Annual Charge Volume and Large Ticket Volume must be equal to or greater than fifty thousand U.S. Dollars ($50,000.00); and

**f.** The annual average per Card charge volume for that Program Member is equal to or greater than four thousand U.S. Dollars ($4,000.00), unless such Program Member has not yet completed a full Agreement Year since executing the Application.

4. **Performance Rebate.** U.S. Bank will separately calculate and pay to each Program Member a portion of the Aggregate Net Annual Charge Volume through a rebate (**"Performance Rebate"**). The Performance Rebate shall be calculated separately for each Program Member. The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Performance Rebate calculation will be made in accordance with Table A, below.

| Table A | | | |
|---|---|---|---|
| **File Turn Days** | **Performance Rebate Percentage** | **File Turn Days** | **Performance Rebate Percentage** |
| 40 | 0.0000% | 19 | 0.2100% |
| 39 | 0.0100% | 18 | 0.2200% |
| 38 | 0.0200% | 17 | 0.2300% |
| 37 | 0.0300% | 16 | 0.2400% |
| 36 | 0.0400% | 15 | 0.2500% |
| 35 | 0.0500% | 14 | 0.2600% |
| 34 | 0.0600% | 13 | 0.2700% |
| 33 | 0.0700% | 12 | 0.2800% |
| 32 | 0.0800% | 11 | 0.2900% |
| 31 | 0.0900% | 10 | 0.3000% |
| 30 | 0.1000% | 9 | 0.3100% |
| 29 | 0.1100% | 8 | 0.3200% |
| 28 | 0.1200% | 7 | 0.3300% |
| 27 | 0.1300% | 6 | 0.3400% |
| 26 | 0.1400% | 5 | 0.3500% |
| 25 | 0.1500% | 4 | 0.3600% |
| 24 | 0.1600% | 3 | 0.3700% |
| 23 | 0.1700% | 2 | 0.3800% |
| 22 | 0.1800% | 1 | 0.3900% |
| 21 | 0.1900% | 0 | 0.4000% |
| 20 | 0.2000% | | |

5. **Aggregate Program Rebate.** U.S. Bank shall separately pay to each Program Member a portion of the Aggregate Net Annual Charge Volume through a rebate (**"Aggregate Program Rebate"**). However, the Aggregate Program Rebate will be based on the Aggregate Net Annual Charge Volume, which collectively includes all Participants and all Program Members for whom the sum of the Entity Net Annual Charge Volume and the Large Ticket Volume equals at least fifty thousand U.S. Dollars ($50,000.00). If the sum of any Program Member's Entity Net Annual Charge Volume and Large Ticket Volume is less than fifty thousand U.S. Dollars ($50,000.00) in an Agreement Year, that Program Member's Entity Net Annual Charge Volume will not be included in the Aggregate Net Annual Charge Volume for that Agreement Year. The Aggregate Program Rebate will be calculated once for each Agreement Year, and the resulting Aggregate Program Rebate Percentage shall by used for all individually paid Revenue Share payments to Program Members. The Aggregate Program Rebate calculation will be made in accordance with Table B, below.

| Table B | |
|---|---|
| **Aggregate Net Annual Charge Volume** | **Aggregate Program Rebate Percentage** |
| $5,000,000.00 | 0.0000% |
| $10,000,000.00 | 0.0320% |
| $15,000,000.00 | 0.0540% |
| $20,000,000.00 | 0.0640% |
| $25,000,000.00 | 0.0750% |
| $30,000,000.00 | 0.0860% |
| $35,000,000.00 | 0.0910% |
| $40,000,000.00 | 0.0970% |
| $45,000,000.00 | 0.1020% |
| $50,000,000.00 | 0.1080% |
| $55,000,000.00 | 0.1130% |
| $60,000,000.00 | 0.1180% |
| $65,000,000.00 | 0.1240% |
| $70,000,000.00 | 0.1290% |
| $75,000,000.00 | 0.1310% |
| $80,000,000.00 | 0.1330% |
| $85,000,000.00 | 0.1360% |
| $90,000,000.00 | 0.1380% |
| $95,000,000.00 | 0.1400% |
| $100,000,000.00 | 0.1420% |

6. **Transaction Size Rebate.** U.S. Bank shall separately calculate and pay to each Program Member a portion of the Aggregate Net Annual Charge Volume through a rebate (**"Transaction Size Rebate"**). The Transaction Size Rebate shall be calculated separately for each Program Member. The Transaction Size Rebate will be based on the Average Transaction Size for each Program Member. The Transaction Size Rebate calculation will be made in accordance with Table C, below.

| Table C | |
|---|---|
| **Average Transaction Size** | **Transaction Size Rebate Percentage** |
| $125.00 to $149.99 | 0.6660% |
| $150.00 to $174.99 | 0.7670% |
| $175.00 to $199.99 | 0.8390% |
| $200.00 to $224.99 | 0.8940% |

| Table C (cont.) | |
|---|---|
| **Average Transaction Size** | **Transaction Size Rebate Percentage** |
| $225.00 to $249.99 | 0.9360% |
| $250.00 to $274.99 | 0.9700% |
| $275.00 to $299.99 | 0.9970% |
| $300.00 to $324.99 | 1.0200% |
| $325.00 to $349.99 | 1.0400% |
| $350.00 and above | 1.0570% |

7. **Volume Rebate.** U.S. Bank shall separately calculate and pay to each Program Member a portion of its Entity Net Annual Charge Volume through a rebate (**"Volume Rebate"**). The Volume Rebate shall be calculated separately for each Program Member. The Volume Rebate will be based on the Entity Net Annual Charge Volume for each Program Member. The Volume Rebate calculation will be made in accordance with Table D, below.

| Table D | |
|---|---|
| **Entity Net Annual Charge Volume** | **Volume Rebate Percentage** |
| $10,000,000.00 and above | 0.1000% |
| $7,500,000.00 to $9,999,999,99 | 0.0900% |
| $5,000,000.00 to $7,499,999.99 | 0.0600% |
| $2,500,000.00 to $4,999,999.99 | 0.0400% |
| $1,000,000.00 to $2,499,999.99 | 0.0200% |
| $500,000.00 to $999,999.99 | 0.0100% |
| Less than $500,000.00 | 0.0000% |

8. **Revenue Share Calculation.**
   a. U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Year to find the Performance Rebate Percentage on Table A for the Performance Rebate.
   b. U.S. Bank will calculate the Aggregate Net Annual Charge Volume for the same Agreement Year to find the Aggregate Program Rebate Percentage on Table B for the Aggregate Program Rebate.
   c. U.S. Bank will calculate the Average Transaction Size for the same Agreement Year to find the Transaction Size Rebate Percentage on Table C for the Transaction Size Rebate.
   d. U.S. Bank will calculate the Entity Net Annual Charge Volume for the same Agreement Year to find the Volume Rebate Percentage on Table D for the Volume Rebate.
   e. U.S. Bank will add the Performance Rebate Percentage, the Aggregate Program Rebate Percentage, the Transaction Size Rebate Percentage and the Volume Rebate Percentage together to arrive at the Total Rebate Percentage for each Program Member.
   f. Annually, U.S. Bank will multiply the Total Rebate Percentage by the Entity Net Annual Charge Volume for each Program Member for that same Agreement Year. The result will be the gross Revenue Share for Program Member.
   g. U.S. Bank will subtract any Fraudulent Charges and/or Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Revenue Share. The result will be the net Revenue Share. Any Charge-offs and/or Fraudulent Charges in excess of the net Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Agreement, if the net Revenue Share for Program Member is a negative dollar amount, Program Member agrees to reimburse U.S. Bank up to the dollar amount previously paid by U.S. Bank to Program Member pursuant to this Section A of Addendum B.

**B. Purchasing Card and One Card Revenue Share.**

1. **Terminology**
   a. **"Account"** means any account number to which charges and payments may be posted. This includes Purchasing Cards, One Cards and any Non-plastic Accounts , Central Billing Accounts and Managed Spend Cards associated with Purchasing Cards or One Cards.
   b. **"Aggregate Net Annual Charge Volume"** means the aggregate of all charges set forth on the Statements furnished for all Accounts of Program Member, including Program Member's Participants, if any, and all other Program Members for whom the sum of the Entity Net Annual Charge Volume plus the Large Ticket Volume equals at least fifty thousand U.S. Dollars ($50,000.00) for each Agreement Year. Program Members include California State University and any other entity joining the HECC Program through a U.S. Bank Commercial Card Master Agreement or Higher Education Card Consortium Program Application.
   c. **"Agreement Year"** means a twelve (12) month period beginning April 1, 2010.
   d. **"Average Transaction Size"** means the Entity Net Annual Charge Volume divided by the number of purchase transactions during each Agreement Year. A purchase transaction is a debit point of sale purchase transaction.
   e. **"Charge-off"** means any amount due and owing to U.S. Bank or its Affiliates by Program Member that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
   f. **"Entity Net Annual Charge Volume"** means all charges set forth on the Statements furnished for all Accounts of a Program Member and its Participants, if any, less Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each Agreement Year.
   g. **"File Turn Days"** means the number of days from the date U.S. Bank funds a charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
   h. **"File Turn Days Payment Performance"** means the average speed of repayment of charges made for each Agreement Year.
   i. **"Fraudulent Charges"** means those charges which are not initiated, authorized or otherwise requested by Program Member, Participants and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Program Member, a Participants and/or a Cardholder.
   j. **"Large Ticket Volume"** means only those charges which the Association has determined qualify for large ticket interchange rates and which are processed by the Association using large ticket interchange rates, less credits, for each Agreement Year. To qualify for large ticket interchange rates, (1) the transaction must be over a specified U.S. Dollar amount as agreed to by the Association and each merchant, (2) the transaction must pass through the Association with associated transactional data as agreed to by the Association and each merchant, and (3) the merchant must be signed up as a participant through their Acquirer in the large ticket program offered by the Association. All other charges and all amounts related to fees, cash advances, Fraudulent Charges, chargebacks and Charge-offs are excluded from Large Ticket Volume.
   k. **"Revenue Share"** means the combination of the Performance Rebate, the Aggregate Program Rebate, the Transaction Size Rebate, and the Volume Rebate.

l. **"Total Rebate Percentage"** means the sum of the Performance Rebate Percentage, the Aggregate Program Rebate Percentage, the Transaction Size Rebate Percentage, and the Volume Rebate Percentage.

2. **Revenue Share Conditions.**
   a. **Revenue Share Payment.** The first Revenue Share payment pursuant to this Section B of Addendum B, if any, shall be made within ninety (90) days after the end of the first Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day. All Revenue Share payments shall be paid in the form of an Automated Clearing House (ACH) payment. Program Member must provide any necessary information to U.S. Bank to facilitate electronic payments.
   b. **Program Members.** U.S. Bank shall individually calculate the Revenue Share payments for all Accounts of each qualifying Program Member, including all of that Program Member's Participants, and shall make payments each Agreement Year individually to each Program Member.
   c. **Adjustments.** Any Revenue Share payment made pursuant to this Section B of Addendum B will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated. In the event that any Revenue Share payment under this Section B of Addendum B, net of Charge-offs, would be less than one hundred U.S. Dollars ($100.00), no Revenue Share payment will be made to Program Member for that Agreement Year.
   d. **Early Termination.** In the event that the Agreement is terminated prior to the completion of the Base Period, in addition to any other remedies available to U.S. Bank, this Revenue Sharing Opportunity shall immediately terminate. Any Revenue Share payment owed to Program Member at the time of termination for the completion of any prior Agreement Year shall be paid in accordance with the terms stated herein. Revenue Share payments are made on an annual basis, using performance and charge volume totals and cannot be paid to Program Member for incomplete Agreement Years.
   e. **Confidentiality.** Program Member and Participants expressly agree that the terms and conditions of this Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank's prior written consent, which may be exercised at its sole option.
3. **Minimum Performance Requirements for Program Members.** No Revenue Share calculation for each Program Member shall be made unless:
   a. The Agreement was in effect through the end of the Agreement Year (no Revenue Share payment shall be made in the event that the Agreement is terminated prior to the end of the Agreement Year);
   b. The File Turn Days Payment Performance for all Account Statements of that Program Member is equal to or less than sixty (60) File Turn Days;
   c. The Aggregate Net Annual Charge Volume of all Program Members for whom the sum of the Entity Net Annual Charge Volume and the Large Ticket Volume equals at least fifty thousand U.S. Dollars ($50,000.00) is equal to or greater than twenty million U.S. Dollars ($20,000,000.00);
   d. The Average Transaction Size for that Program Member is equal to or greater than one hundred twenty-five U.S. Dollars ($125.00);
   e. The sum of the Entity Net Annual Charge Volume and the Large Ticket Volume for that Program Member is equal to or greater than five hundred thousand U.S. Dollars ($500,000.00), unless such Program Member has not yet completed a full Agreement Year since executing the Application, in which case the sum of the Entity Net Annual Charge Volume and Large Ticket Volume must be equal to or greater than fifty thousand U.S. Dollars ($50,000.00); and
   f. The annual average per Card charge volume for that Program Member is equal to or greater than four thousand U.S. Dollars ($4,000.00), unless such Program Member has not yet completed a full Agreement Year since executing the Application.
4. **Performance Rebate.** U.S. Bank will separately calculate and pay to each Program Member a portion of the Aggregate Net Annual Charge Volume through a rebate (**"Performance Rebate"**). The Performance Rebate shall be calculated separately for each Program Member. The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Performance Rebate calculation will be made in accordance with Table E, below.

**Table E**

| File Turn Days | Performance Rebate Percentage | File Turn Days | Performance Rebate Percentage | File Turn Days | Performance Rebate Percentage |
|---|---|---|---|---|---|
| 60 | -0.3000% | 39 | 0.0600% | 18 | 0.2700% |
| 59 | -0.2800% | 38 | 0.0700% | 17 | 0.2800% |
| 58 | -0.2600% | 37 | 0.0800% | 16 | 0.2900% |
| 57 | -0.2400% | 36 | 0.0900% | 15 | 0.3000% |
| 56 | -0.2200% | 35 | 0.1000% | 14 | 0.3100% |
| 55 | -0.2000% | 34 | 0.1100% | 13 | 0.3200% |
| 54 | -0.1800% | 33 | 0.1200% | 12 | 0.3300% |
| 53 | -0.1600% | 32 | 0.1300% | 11 | 0.3400% |
| 52 | -0.1400% | 31 | 0.1400% | 10 | 0.3500% |
| 51 | -0.1200% | 30 | 0.1500% | 9 | 0.3600% |
| 50 | -0.1000% | 29 | 0.1600% | 8 | 0.3700% |
| 49 | -0.0800% | 28 | 0.1700% | 7 | 0.3800% |
| 48 | -0.0600% | 27 | 0.1800% | 6 | 0.3900% |
| 47 | -0.0400% | 26 | 0.1900% | 5 | 0.4000% |
| 46 | -0.0200% | 25 | 0.2000% | 4 | 0.4100% |
| 45 | 0.0000% | 24 | 0.2100% | 3 | 0.4200% |
| 44 | 0.0100% | 23 | 0.2200% | 2 | 0.4300% |
| 43 | 0.0200% | 22 | 0.2300% | 1 | 0.4400% |
| 42 | 0.0300% | 21 | 0.2400% | 0 | 0.4500% |
| 41 | 0.0400% | 20 | 0.2500% | | |
| 40 | 0.0500% | 19 | 0.2600% | | |

5. **Aggregate Program Rebate.** U.S. Bank shall separately pay to each Program Member a portion of the Aggregate Net Annual Charge Volume through a rebate (**"Aggregate Program Rebate"**). However, the Aggregate Program Rebate will be based on the Aggregate Net Annual Charge Volume, which collectively includes all Participants and all Program Members for whom the sum of the Entity Net Annual Charge Volume and the Large ticket Volume equals at least fifty thousand U.S. Dollars ($50,000.00). If the sum of any Program Member's Entity Net Annual Charge Volume and Large Ticket Volume is less than fifty thousand U.S. Dollars ($50,000.00) in an Agreement Year, that Program Member's Entity Net Annual Charge Volume will not be included in the Aggregate Net Annual Charge Volume for that Agreement Year. The Aggregate Program Rebate will be calculated once for each Agreement Year, and the resulting Aggregate Program Rebate Percentage shall by used for all individually paid Revenue Share payments to Program Members. The Aggregate Program Rebate calculation will be made in accordance with Table F, on the next page.

| Table F | |
|---|---|
| **Aggregate Net Annual Charge Volume** | **Aggregate Program Rebate Percentage** |
| $20,000,000.00 | 0.0000% |
| $30,000,000.00 | 0.0240% |
| $40,000,000.00 | 0.0480% |
| $50,000,000.00 | 0.0730% |
| $60,000,000.00 | 0.0970% |
| $70,000,000.00 | 0.1090% |
| $80,000,000.00 | 0.1210% |
| $90,000,000.00 | 0.1330% |
| $100,000,000.00 | 0.1450% |
| $110,000,000.00 | 0.1515% |
| $120,000,000.00 | 0.1580% |
| $130,000,000.00 | 0.1640% |
| $140,000,000.00 | 0.1700% |
| $150,000,000.00 | 0.1760% |
| $160,000,000.00 | 0.1820% |
| $170,000,000.00 | 0.1835% |
| $180,000,000.00 | 0.1850% |
| $190,000,000.00 | 0.1870% |
| $200,000,000.00 | 0.1890% |
| $220,000,000.00 | 0.1910% |
| $240,000,000.00 | 0.1930% |
| $260,000,000.00 | 0.1945% |
| $280,000,000.00 | 0.1960% |
| $300,000,000.00 | 0.1975% |
| $320,000,000.00 | 0.1990% |
| $340,000,000.00 | 0.2000% |
| $360,000,000.00 | 0.2010% |
| $380,000,000.00 | 0.2025% |
| $400,000,000.00 | 0.2040% |
| $420,000,000.00 | 0.2050% |
| $440,000,000.00 | 0.2060% |
| $460,000,000.00 | 0.2075% |
| $480,000,000.00 | 0.2090% |
| $500,000,000.00 | 0.2110% |
| $550,000,000.00 | 0.2130% |
| $600,000,000.00 | 0.2160% |
| $650,000,000.00 | 0.2180% |
| $700,000,000.00 | 0.2210% |
| $750,000,000.00 | 0.2230% |

6. **Transaction Size Rebate.** U.S. Bank shall separately calculate and pay to each Program Member a portion of the Aggregate Net Annual Charge Volume through a rebate (**"Transaction Size Rebate"**). The Transaction Size Rebate shall be calculated separately for each Program Member. The Transaction Size Rebate will be based on the Average Transaction Size for each Program Member. The Transaction Size Rebate calculation will be made in accordance with Table G, below.

| Table G | |
|---|---|
| **Average Transaction Size** | **Transaction Size Rebate Percentage** |
| $125.00 to $149.99 | 0.6690% |
| $150.00 to $174.99 | 0.7700% |
| $175.00 to $199.99 | 0.8430% |
| $200.00 to $224.99 | 0.8970% |
| $225.00 to $249.99 | 0.9390% |
| $250.00 to $274.99 | 0.9730% |
| $275.00 to $299.99 | 1.0010% |
| $300.00 to $324.99 | 1.0240% |
| $325.00 to $349.99 | 1.0430% |
| $350.00 to $399.99 | 1.0600% |
| $400.00 to $449.99 | 1.0870% |
| $450.00 to $499.99 | 1.1080% |
| $500.00 and above | 1.1250% |

7. **Volume Rebate.** U.S. Bank shall separately calculate and pay to each Program Member a portion of its Entity Net Annual Charge Volume through a rebate (**"Volume Rebate"**). The Volume Rebate shall be calculated separately for each Program Member. The Volume Rebate will be based on the Entity Net Annual Charge Volume for each Program Member. The Volume Rebate calculation will be made in accordance with Table H, on the next page.

| Table H | |
|---|---|
| **Entity Net Annual Charge Volume** | **Volume Rebate Percentage** |
| $20,000,000.00 and above | 0.1000% |
| $15,000,000.00 to $19,999,999,99 | 0.0900% |
| $10,000,000.00 to $14,999,999,99 | 0.0800% |
| $8,000,000.00 to $9,999,999,99 | 0.0600% |
| $6,000,000.00 to $7,999,999,99 | 0.0500% |
| $4,000,000.00 to $5,999,999.99 | 0.0400% |
| $2,000,000.00 to $3,999,999.99 | 0.0200% |
| $1,000,000.00 to $1,999,999.99 | 0.0100% |
| $500,000.00 to $999,999.99 | 0.0000% |

8. **Revenue Share Calculation.**
   a. U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Year to find the Performance Rebate Percentage on Table E for the Performance Rebate.
   b. U.S. Bank will calculate the Aggregate Net Annual Charge Volume for the same Agreement Year to find the Aggregate Program Rebate Percentage on Table F for the Aggregate Program Rebate.
   c. U.S. Bank will calculate the Average Transaction Size for the same Agreement Year to find the Transaction Size Rebate Percentage on Table G for the Transaction Size Rebate.
   d. U.S. Bank will calculate the Entity Net Annual Charge Volume for the same Agreement Year to find the Volume Rebate Percentage on Table H for the Volume Rebate.
   e. U.S. Bank will add the Performance Rebate Percentage, the Aggregate Program Rebate Percentage, the Transaction Size Rebate Percentage and the Volume Rebate Percentage together to arrive at the Total Rebate Percentage for each Program Member.
   f. Annually, U.S. Bank will multiply the Total Rebate Percentage by the Entity Net Annual Charge Volume for each Program Member for that same Agreement Year. The result will be the gross Revenue Share for Program Member.
   g. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Revenue Share. The result will be the net Revenue Share. Any Charge-offs in excess of the net Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Agreement, if the net Revenue Share for Program Member is a negative dollar amount, Program Member agrees to reimburse U.S. Bank up to the dollar amount previously paid by U.S. Bank to Program Member pursuant to this Section B of Addendum B.

C. **Purchasing Card and One Card Large Ticket Revenue Share.**
1. **Definitions.** All capitalized terms used in this Schedule are defined herein and shall have the following meaning:
   a. **"Account"** means any account number to which charges and payments may be posted. This includes Purchasing Cards, One Cards and any Non-plastic Accounts , Central Billing Accounts and Managed Spend Cards associated with Purchasing Cards or One Cards.
   b. **"Aggregate Net Annual Charge Volume"** means the aggregate of all charges set forth on the Statements furnished for all Accounts of Program Member, including Program Member's Participants, if any, and all other Program Members for whom the sum of the Entity Net Annual Charge Volume plus the Large Ticket Volume equals at least fifty thousand U.S. Dollars ($50,000.00) for each Agreement Year. Program Members include California State University and any other entity joining the HECC Program through a U.S. Bank Commercial Card Master Agreement or Higher Education Card Consortium Program Application.
   c. **"Agreement Year"** means a twelve (12) month period beginning April 1, 2010.
   d. **"Charge-off"** means any amount due and owing to U.S. Bank or its Affiliates by Program Member that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
   e. **"Entity Net Annual Charge Volume"** means all charges set forth on the Statements furnished for all Accounts of a Program Member and its Participants, if any, less Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each Agreement Year.
   f. **"File Turn Days"** means the number of days from the date U.S. Bank funds a charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
   g. **"File Turn Days Payment Performance"** means the average speed of repayment of charges made for each Agreement Year.
   h. **"Fraudulent Charges"** means those charges which are not initiated, authorized or otherwise requested by Program Member and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Program Member and/or a Cardholder.
   i. **"Large Ticket Average Transaction Size"** means the Large Ticket Volume divided by the number of large ticket purchase transactions during each Agreement Year. A purchase transaction is a debit point of sale purchase transaction.
   j. **"Large Ticket Revenue Share"** means the combination of the Large Ticket Performance Rebate and Large Ticket Volume Rebate.
   k. **"Large Ticket Volume"** means only those charges which the Association has determined qualify for large ticket interchange rates and which are processed by the Association using large ticket interchange rates, less credits, for each Agreement Year. To qualify for large ticket interchange rates, (1) the transaction must be over a specified U.S. Dollar amount as agreed to by the Association and each merchant, typically four thousand one hundred U.S. Dollars ($4,100.00), but subject to change without notice from U.S. Bank, (2) the transaction must pass through the Association with associated transactional data as agreed to by the Association and each merchant, (3) the merchant must be registered as a participant through their acquirer in the large ticket program offered by the Association, and (4) the transaction must be categorized as non-travel and non-entertainment by Merchant Category Codes. All other charges and all amounts related to fees, cash advances, Fraudulent Charges, chargebacks and Charge-offs are excluded from Large Ticket Volume. Large Ticket program requirements are subject to change.
   l. **"Total Large Ticket Rebate Percentage"** means the sum total of the Large Ticket Performance Rebate Percentage and the Large Ticket Transaction Size Rebate Percentage.
2. **Large Ticket Revenue Share Conditions.**
   a. **Large Ticket Revenue Share Payment.** The first Large Ticket Revenue Share payment pursuant to this Section C of Addendum B, if any, shall be made within ninety (90) days after the end of the first Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Large Ticket Revenue Share payment date falls on a non-business day, Large Ticket Revenue Share payments due shall be made on the next business day. All Revenue Share payments shall be paid in the form of an Automated Clearing House (ACH) payment. Program Member must provide any necessary information to U.S. Bank to facilitate electronic payments.
   b. **Program Members.** U.S. Bank shall individually calculate the Revenue Share payments for all Accounts of each qualifying Program Member, including all of that Program Member's Participants and shall make payment each Agreement Year individually to each Program Member.
   c. **Adjustments.** Any Large Ticket Revenue Share payment made pursuant to this Section C of Addendum B will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the Parties is valid

or has been terminated. In the event that any Large Ticket Revenue Share payment under this Section C of Addendum B, net of Charge-offs, would be less than one hundred U.S. Dollars ($100.00), no Large Ticket Revenue Share payment will be made to Program Member for that Agreement Year.

d. **Early Termination.** In the event that the Agreement is terminated prior to the completion of the Base Period, in addition to any other remedies available to U.S. Bank, this Large Ticket Revenue Sharing Opportunity shall immediately terminate. Any Large Ticket Revenue Share payment owed to Program Member at the time of termination for the completion of any prior Agreement Year shall be paid in accordance with the terms stated herein. Large Ticket Revenue Share payments are made on an annual basis, using performance and charge volume totals and cannot be paid to Program Member for incomplete Agreement Years.

e. **Confidentiality.** Program Member expressly agrees that the terms and conditions of this Large Ticket Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank's prior written consent, which may be exercised at its sole option.

3. **Minimum Performance Requirements for Program Members.** No Large Ticket Revenue Share calculation for Program Member shall be made unless:

a. The Agreement was in effect through the end of the Agreement Year (no Large Ticket Revenue Share payment shall be made in the event that the Agreement is terminated prior to the end of the Agreement Year);

b. The File Turn Days Payment Performance for all Account Statements for that Program Member is equal to or less than sixty (60) File Turn Days; and

c. The Aggregate Net Annual Charge Volume of all Program Members for whom the sum of the Entity Net Annual Charge Volume and the Large Ticket Volume equals at least fifty thousand U.S. Dollars ($50,000.00) is equal to or greater than twenty million U.S. Dollars ($20,000,000.00);

d. The sum of the Entity Net Annual Charge Volume and the Large Ticket Volume for that Program Member is equal to or greater than five hundred thousand U.S. Dollars ($500,000.00), unless such Program Member has not yet completed a full Agreement Year since executing the Application, in which case the sum of the Net Annual Charge Volume and the Large Ticket Volume must be equal to or greater than fifty thousand U.S. Dollars ($50,000.00).

4. **Large Ticket Performance Rebate.** U.S. Bank shall pay to Program Member a portion of the aggregate Large Ticket Volume through a rebate (**"Large Ticket Performance Rebate"**). The Large Ticket Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Large Ticket Performance Rebate calculation will be made in accordance with Table I, below.

**Table I**

| File Turn Days | Large Ticket Performance Rebate Percentage | File Turn Days | Large Ticket Performance Rebate Percentage |
|---|---|---|---|
| 60 | -0.3000% | 29 | 0.1600% |
| 59 | -0.2800% | 28 | 0.1700% |
| 58 | -0.2600% | 27 | 0.1800% |
| 57 | -0.2400% | 26 | 0.1900% |
| 56 | -0.2200% | 25 | 0.2000% |
| 55 | -0.2000% | 24 | 0.2100% |
| 54 | -0.1800% | 23 | 0.2200% |
| 53 | -0.1600% | 22 | 0.2300% |
| 52 | -0.1400% | 21 | 0.2400% |
| 51 | -0.1200% | 20 | 0.2500% |
| 50 | -0.1000% | 19 | 0.2600% |
| 49 | -0.0800% | 18 | 0.2700% |
| 48 | -0.0600% | 17 | 0.2800% |
| 47 | -0.0400% | 16 | 0.2900% |
| 46 | -0.0200% | 15 | 0.3000% |
| 45 | 0.0000% | 14 | 0.3100% |
| 44 | 0.0100% | 13 | 0.3200% |
| 43 | 0.0200% | 12 | 0.3300% |
| 42 | 0.0300% | 11 | 0.3400% |
| 41 | 0.0400% | 10 | 0.3500% |
| 40 | 0.0500% | 9 | 0.3600% |
| 39 | 0.0600% | 8 | 0.3700% |
| 38 | 0.0700% | 7 | 0.3800% |
| 37 | 0.0800% | 6 | 0.3900% |
| 36 | 0.0900% | 5 | 0.4000% |
| 35 | 0.1000% | 4 | 0.4100% |
| 34 | 0.1100% | 3 | 0.4200% |
| 33 | 0.1200% | 2 | 0.4300% |
| 32 | 0.1300% | 1 | 0.4400% |
| 31 | 0.1400% | 0 | 0.4500% |
| 30 | 0.1500% | | |

5. **Large Ticket Volume Rebate.** U.S. Bank will pay to Program Member a portion of the aggregate Large Ticket Volume through a rebate (**"Large Ticket Volume Rebate"**). The Large Ticket Volume Rebate will be based on the Large Ticket Average Transaction Size. The Large Ticket Volume Rebate calculation will be made in accordance with Table J, below.

**Table J**

| Large Ticket Average Transaction Size | Large Ticket Transaction Size Rebate Percentage |
|---|---|
| LT Minimum to $9,999.99 | 0.3540% |
| $10,000.00 to $24,999.99 | 0.1490% |
| $25,000.00 to $74,999.99 | 0.0570% |
| $75,000.00 to $249,999.99 | 0.0250% |
| $250,000.00 to $749,999.99 | 0.0160% |
| $750,000.00 to $1,999,999.99 | 0.0150% |
| $2,000,000.00 and above | 0.0130% |

6. **Large Ticket Revenue Share Calculation.** U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Year to find the Large Ticket Performance Rebate Percentage on Table I for the Large Ticket Performance Rebate. U.S. Bank will calculate the Large Ticket Average Transaction Size for the same Agreement Year to find the Large Ticket Transaction Size Rebate Percentage on Table J for the Large Ticket Volume Rebate. Annually, U.S. Bank will multiply the Total Large Ticket Rebate Percentage by the Large Ticket Volume for that same Agreement Year. The result will be the gross Large Ticket Revenue Share. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Large Ticket Revenue Share. The result will be the net Large Ticket Revenue Share. Any Charge-offs in excess of the net Large Ticket Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Agreement, if the net Large Ticket Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank may request, and Program Member agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Program Member.

# U.S. Bank W-9/ACH Form

## Vendor Number

To be completed by U.S. Bank Corporate Payment Systems.

## Automated Clearing House (ACH) – *(Direct Deposit)*

ACH is the payment method used by U.S. Bank. Signing up for ACH will allow U.S. Bank to pay your rebate through an automated electronic deposit into your preferred checking account. ACH eliminates mail delivery time and funds are credited to accounts within 1-2 business days of the payment date for U.S. Bank account holders and 3-5 business days for non-U.S. Bank account holders.

A direct deposit advice detailing the date and dollar amount of the rebate payment will be sent to the email address(es) provided below once electronic payment has been issued to an account.

Please acquire the routing number and account number from a check (not from a deposit slip).

## Submission

Please submit the completed form to U.S. Bank by mail, facsimile or email.

U.S. Bank will not process any rebate payments without a properly completed ACH Form on file.

| | |
|---|---|
| **Mail** | **Consortium Rebates**<br>**200 South 6th Street**<br>**Minneapolis, MN 55402**<br>**EP-MN-L26C** |
| **Fax** | **612-973-3744** |
| **Email** | **cps.rebates@usbank.com** |

usbank

**Vendor Number (to be completed by U. S. Bank):** _____

*Must be completed and returned for payments to be processed.*

*Legal Name*

*Trade Name*

*Address* *City* *State* *ZIP*

*Phone* *Fax* *Federal Tax ID/Social Security Number**
***MUST** match the person/entity listed above*

*Legal Structure*
- ☐ Sole Proprietorship
- ☐ Corporation
- ☐ Partnership
- ☐ Tax Exempt Organization
- ☐ Government Agency
- ☐ Other, please specify _____

*If LLC, please select one of the following:*
- ☐ LLC Corporation
- ☐ LLC Partnership
- ☐ LLC Sole Proprietorship (legal name and SSN required)

Legal Name_____

SSN_____

**Automated Clearing House** *(Direct Deposit)* *U.S. Bank payment method.*

☐ Authorization Agreement for Automatic Deposits (ACH Credits)

I (We) hereby authorize U.S. Bank, on behalf of any affiliate for which it processes payments, hereinafter called COMPANY, to initiate credit entries to my (our) account indicated below and the depository/financial institution named below, hereinafter called BANK, to credit the same to such account.

*Email address (to receive electronic remittance advices)*
cps.rebates@usbank.com

**Checking Account Information** (Please attach a voided check or copy of a check with MICR coding)

*Routing/ABA Number* *Account Number* *Bank Name* *Branch*

*City* *State* *ZIP* *Phone*

This authority is to remain in full force and effect until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonably opportunity to act on it.

This will certify to U.S. Bank that I have read the requirements cited on this form, and the company classification(s) I have selected above are true and correct. I will advise U.S. Bank if our classification should change.

Section 4: Signature (required)

Name (Print):_____Title: _____

Signature_____Date_____

## UNIVERSITY OF IDAHO

### SUBJECT

Student Health Insurance Program (SHIP) approval of rates

### REFERENCE

| | |
|---|---|
| April 2008 | Board approval of SHIP rates and service provider contracts |
| June 2007 | Informational Report to the Board on the SHIP renewal for 2007-2008 |
| June 2004 | University presented summary of elements of SHIP program and Regents approved program underwritten by Mega Life and Health Insurance Company. |

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16 and Sections V.I.3.a and V.R.3.b.

### BACKGROUND/DISCUSSION

The University of Idaho continues to be in compliance with the health insurance policies adopted by the State Board of Education and the University. The SHIP provides outstanding coverage that students can rely on for their medical and prescription health insurance protection. Our program complies with national standards for student health insurance benefits endorsed by the American College Health Association: http://www.acha.org/inforesources/stuhealthins.pdf.

The University of Idaho's SHIP includes three primary components: 1) fully-insured coverage (provided by United Health Care/Student Resources), 2) claims administration (provided by AmeriBen/IEC Group), and 3) self-insured primary care (provided by Moscow Family Medicine). SHIP vendor contract rates are negotiated annually utilizing current actuarial projections and anticipated increases in medical costs.

In April 2008, the University submitted a request for approval of SHIP rates and the primary care services provider contract with Moscow Family Medicine. Favorable negotiations with the vendors (United Health Care/Student Resources, Ameriben/IEC Group, Moscow Family Medicine) allowed the University to maintain the semester premium rate per student of $694.00 during 2009-2010. The contract for primary care services was approved with Moscow Family Medicine for an initial 5 year term with an additional two-3 year renewal options.

In March, 2010 the University negotiated a 5.8% increase with the service providers for the 2010-2011 academic year premium rate. The University funded the increase on a one-time only basis from contingency reserve funds accrued from favorable claims outcomes and was able to maintain the semester premium

rate per student of $694.00 during 2010-2011. The University is seeking approval of SHIP rate changes for academic year 2011-2012 to maintain the quality of the program.

**IMPACT**

The University has successfully held the initial rates flat for academic years 2009-2010 and 2010-2011 for full-time students. The SHIP fully insured plan is designed to encourage utilization of health care resources for university students. The University reviews utilization data to adjust the benefit design structure to manage costs and maximize coverage. The table below shows the actual SHIP premium rate per student per semester for the current academic year 2010-2011, and the proposed premium for the 2011-2012.

| ***SHIP Components 2008-2009*** | ***Current Premium Per semester 2010-2011*** | ***Proposed Premium Per semester* 2011-2012** | ***Proposed Rate Change* 2011-2012** |
|---|---|---|---|
| United Health Care Student Resources | $578.50 | $564.50 | |
| Moscow Family Medicine | $ 52.00 | $ 52.00 | |
| Ameriben/IEC Group | $ 16.00 | $ 16.00 | |
| UI Benefits & Plan Expenses | $ 47.50 | $ 79.50 | |
| **Total Cost of Premium** | **$694.00** | **$712.00** | **2.6%** |

**STAFF COMMENTS AND RECOMMENDATIONS**

The UI has negotiated a very reasonable SHIP premium rate increase of $18 or 2.6% for the next academic year.

In June 2009, the Board voted to permanently delegate the approval of SHIP rates to the presidents of BSU, ISU and LCSC. As explained above, UI did not come in for a rate increase that year, which is why it did not also receive delegated authority.

Staff recommends approval of the rates and delegate approval of future rates to the UI president.

**BOARD ACTION**

I move to approve the request by the University of Idaho to increase student health insurance premiums to $712.00 per semester for 2011/2012, and to permanently delegate to the chief executive officer the approval of these rates.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

| TAB | DESCRIPTION | ACTION |
|---|---|---|
| 1 | BOISE STATE UNIVERSITY FACULTY SENATE CONSTITUTION | Motion to Approve |
| 2 | IDAHO STATE UNIVERSITY – APPROVAL OF FULL PROPOSAL: MASTER OF ACCOUNTANCY | Motion to Approve |
| 3 | QUARTERLY REPORT: PROGRAMS AND CHANGES APPROVED BY EXECUTIVE DIRECTOR | Information Item |
| 4 | HIGHER EDUCATION RESEARCH COUNCIL (HERC) FY 2012 BUDGET | Motion to Approve |
| 5 | FIRST READING, PROPOSED AMENDMENTS TO BOARD POLICY III.V.3., ASSOCIATE OF APPLIED SCIENCE DEGREE | Motion to Approve |
| 6 | FIRST READING, PROPOSED AMENDMENTS TO BOARD POLICY III.M., ACCREDITATION | Motion to Approve |
| 7 | SECOND READING, PROPOSED AMENDMENTS TO BOARD POLICY III.I., ROLES AND MISSIONS | Motion to Approve |

| | | |
|---|---|---|
| 8 | **INSTITUTIONAL MISSION STATEMENTS** | Information Item |
| 9 | **SECOND READING, PROPOSED AMENDMENTS TO BOARD POLICY III.Z., DELIVERY OF POSTSECONDARY EDUCATION – PLANNING AND COORDINATION OF ACADEMIC PROGRAMS AND COURSES** | Motion to Approve |
| 10 | **ACCOUNTABILITY OVERSIGHT COMMITTEE APPOINTMENTS** | Motion to Approve |
| 11 | **BLACKBOARD CONSORTIUM AGREEMENT** | Motion to Approve |

## BOISE STATE UNIVERSITY (BSU)

### SUBJECT

Boise State University Faculty Senate Constitution

### APPLICABLE STATUTE, RULE, OR POLICY

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

### BACKGROUND/DISCUSSION

The Faculty Senate at Boise State University led an effort to revise their constitution, last modified in April 1998, to update language that no longer reflects policy and structural changes to the University, and to update wording related to academic freedom and responsibility, senate leadership and succession, and constituent voting rights. Specifically, the changes include:

- Revision to university policy established new position definitions for Lecturer, Clinical Faculty/Instructor, and Research Faculty positions necessitated updates in Article II of the constitution.
- Creation of College of Western Idaho and departure of Selland College of Applied Technology from Boise State University eliminated the need for Article II, Section 2, Applied Technology Faculty in the constitution.
- Establishment of a dean to the Library eliminates the description of University Librarian in Article II Section 1.
- Establishment of an Honors College Director necessitated updates to Article V, Section 1, a., (3), (d).
- Academic freedom and responsibility language was added in the preamble and referenced to the Idaho State Board of Education policy and the 1940 language provided by the American Association of University Professors to add clarity.
- A faculty senate presidential succession framework has been established to ensure continuity in faculty leadership and governance (Article IV).
- The position of past president has been created to serve as an advisor to the president of the Senate. The vice president position has been redefined to indicate that the progression into the president position in the following year may occur with Senate majority approval. The treasurer and secretary positions are not used and have been considered non-essential; thus, they have been eliminated (Article IV).
- Teaching Faculty and Research Faculty as defined in Article II, Section 2 & 3 will have one voting seat on the Faculty Senate. There are approximately 100 employees in this category that currently do not have representation. A voting seat on the Senate provides a voice to this group.

The Faculty Senate led discussions on the changes and then put them to a vote of all faculty, which was approved in March 2011, with more than 80% voting in favor of the changes. The revisions were submitted to the University President,

who has also approved them and is submitting them to the Board, per Board policy.

**IMPACT**

These changes provide for necessary updates based on university structural changes. They also provide changes that will provide for a more efficient leadership structure for the faculty senate itself. Without these changes, the Constitution will not reflect current University structure, and the Faculty Senate will not be able to change its leadership structure.

**ATTACHMENTS**

Attachment 1 – Final Constitution without markup Page 3
Attachment 2 – Redlined Constitution Page 13

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends Board approval of the proposed changes as submitted by Boise State University Faculty Senate.

**BOARD ACTION**

I move to approve the request by Boise State University to adopt revisions as presented to its Faculty Senate Constitution.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**Boise State University**
**Faculty Constitution**
**Amended: May 2011**
**Effective Date: Upon Board Approval, June 23, 2011**

**Preamble**

To facilitate communication, understanding, and cooperation among the officers of Boise State University, and to ensure the orderly development of educational programs and policies committed to our trust, we, the president and faculty of Boise State University, do hereby subscribe to this constitution establishing principles of organization, authority, and responsibility of the Boise State University faculty. In adopting this constitution the president and faculty of Boise State University affirm our belief in academic freedom and responsibility as specified in the Idaho State Board of Education policy (Section III.B, April 2002) and the American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure.

Whereas, institutions of higher education are established for the common good and not to further the interest of either the individual teacher or the institution as a whole, and the common good depends upon the free search for truth and its free exposition through scholarship.

Academic freedom is essential to these purposes and applies to teaching, research, and service. Academic freedom in teaching is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom in research is fundamental to the advancement of truth. Academic freedom in service is fundamental to the advancement of the common good and the development of educational programs and policies. Academic freedom should not be abridged or abused. Academic freedom carries with it duties correlative with rights.

Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

Faculty are entitled to speak or write freely without institutional discipline or restraint on matters pertaining to faculty governance and development of educational programs and policies.

College and university teachers are citizens, members of a learned profession, and officers of the educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

Article I: Name

The Boise State University faculty as defined by Article II shall be referred to throughout this document as THE FACULTY.

Article II: Membership

THE FACULTY of the University shall comprise four categories of members hereinafter referred to as: 1) Academic Faculty, 2) Teaching Faculty, 3) Research Faculty, and 4) Administrative Faculty. Associated faculties constitute a fifth category: 5) Adjunct, Affiliate, and Visiting Faculty; members have the privilege of participation without vote in meetings of the University faculty.

Section 1: Academic Faculty

The Academic Faculty of the University will include all Tenure-track and Tenured faculty with appointments as Professor, Associate Professor, Assistant Professor, Instructor, Departmental chairpersons and professional librarians other than the Dean of the University Libraries.

Section 2: Teaching Faculty

The Teaching Faculty of the University will include all persons with appointments as Lecturer, Associate Lecturer, Assistant Lecturer, Clinical Professor, Associate Clinical Professor, Assistant Clinical Professor, and Clinical Instructor.

Section 3: Research Faculty

The Research Faculty of the University will include all persons with appointments as Research Professor, Associate Research Professor, and Assistant Research Professor.

Section 4: Administrative Faculty

The Administrative Faculty of the University will include the president of the University; administrative vice-presidents; executive heads of colleges/schools, divisions, supportive services, and the library; and all such permanent administrative officials so designed by the president of the University and the State Board of Education.

Section 5: Adjunct, Affiliate, and Visiting Faculty

The Adjunct, Affiliate, and Visiting Faculty include those faculty with a limited contractual relationship with the University, including part-time (adjunct), non-compensatory (affiliate), and visiting faculty. This category of faculty is not eligible to vote in faculty-wide deliberations or to have interest-group based representation on Faculty Senate. Individuals in this category are not part of THE FACULTY.

Article III: Powers and Authority

Section 1: General; Recommendations are made to the president and the provost and vice president of academic affairs of the University.

a. THE FACULTY will provide recommendations on matters of educational policy within the limits prescribed by federal and state law and the regulations of the Idaho State Board of Education. Educational policy pertains to such matters as curricula, methods of instruction, facilities and materials for instruction, standards for admission and retention of students, and criteria for the granting of degrees. It also includes those aspects of student life that relate directly to the educational process including the establishment of regulations concerning financial aid, academic performance, extracurricular activities, and freedom of action and expression.

b. The Academic and Administrative Faculty will recommend policies and procedures governing the performance of research, scholarship and creative activities.

c. The Academic and Administrative Faculty will recommend policies and procedures governing faculty appointment, tenure, and promotion.

d. THE FACULTY will normally function through its representative body, the Faculty Senate (see Article V). However THE FACULTY will also have the rights of initiative and referendum, as specified in Article IV: Section 2e, Article V: Section 3d, and in Article VI: Section 1.

Section 2: College, School, Division, Department, and the Library

Within the limits of policies approved by the Idaho State Board of Education, the policies and practices within the particular college, school, division, department, or the library will be determined by the Academic and Administrative Faculty of the specific college, school, division, department, or the library and will normally be implemented by the interested dean or chairperson.

Article IV: Organization of THE FACULTY

Section 1: Officers

a. Presiding Officer

The president of the Faculty Senate or his or her designee will preside at the meetings of the Faculty Senate, and will oversee the reporting and distribution of the non-transcripted summary of the meeting. Upon completion of a one-year term, the president of the Faculty Senate will serve an additional year as past president.*

b. Vice President to THE FACULTY

The vice president of the Faculty Senate (Article V, Section 3, a.1) will be the presiding officer of the Senate in the absence of the

president of the Faculty Senate, will chair the Nominating Committee, and will be a member of the Steering Committee. In the event the president of the Faculty Senate is unable or unwilling to fulfill his/her duties, the vice president will preside over the Senate until such time as the president is able to resume his/her duties or the president's original term expires. The vice president of the Faculty Senate will administer, record, and report within that period specified in the bylaws of this constitution to THE FACULTY (Article IV, Section 2). Following the completion of a one-year elected term, the vice president will be the successor to the presidency of the Faculty Senate for a period of one year, provided a simple majority of the Senators present and voting are in agreement.* If a simple majority is not obtained, another nominee may be selected and voted into the position of president with a simple majority of the Senate present and voting.

c. Past President to THE FACULTY

The past president to the Faculty Senate will serve as a member of the Steering Committee and as an advisor to the president and vice president. They may be either a current member of the Senate or hold an ex-officio seat on the Senate.

*In the event the president and vice president are nominated, agree to serve, and are voted for by a simple majority of the Senators present and voting, subsequent terms of office will be allowed.

Section 2: Meetings of THE FACULTY

a. Schedule

Meetings of THE FACULTY may be called by the president of the University or the president of the Faculty Senate. The president of the Faculty Senate must call a meeting at the written petition of ten percent of the Academic and Administrative Faculty or a majority vote of the Senate.

b. Notice

Written notice of each meeting shall be circulated to THE FACULTY at least three days prior to the date of the meeting. The agenda for each meeting will be attached to the notice.

c. Quorum

Twenty-five percent of the Academic and Administrative Faculty constitutes a quorum. Members must be physically present at such a meeting. Proxy votes will not be recognized for absent individuals. The Office of the Provost and Vice President for Academic Affairs will provide on September 1 the number of Academic and Administrative Faculty as described in Article II.

d. Procedure

Each member of THE FACULTY will have a free and equal voice in all deliberations. Academic and Administrative Faculty members will be entitled to one vote each. Any member of THE FACULTY may submit agenda items to the Faculty Senate president. Such items must be received at least five days prior to a scheduled meeting. In the absence of special regulations to the contrary, the most recent edition of Robert's Rules of Order as designated by the president of the Faculty Senate shall govern the procedure of all meetings of THE FACULTY.

e. Faculty Review of Senate or Presidential Action

(1) The Academic and Administrative Faculty may contest an action taken by the Faculty Senate or a failure to act on an initiative petition. To override a specific action of the Faculty Senate, the Academic and Administrative Faculty may conduct a vote. A two-thirds majority among the voters will override a Faculty Senate action. A majority of those present and voting at a meeting may call for a vote of the Academic and Administrative Faculty. According to the provisions of Article V, Section 3d, such ballot will be accompanied by the minutes of the meeting sent to each member of the Academic and Administrative Faculty. The vice president of the Faculty Senate will administer, record and report the vote within that period specified in the bylaws of this constitution.

(2) The Academic and Administrative Faculty may contest a University presidential action. A two-thirds majority among the voters will be required to contest an action of the University president. The president of the Faculty Senate will communicate the results of a contested action to the Idaho State Board of Education if a two-thirds margin is achieved.

f. Financial Support

Financial support will be provided by the Office of the Provost in negotiation with the president of the Faculty Senate.

Article V: The Faculty Senate

Section 1: Membership

a. Composition

(1) Academic Faculty; Voting Members

(a) Each college or division will be entitled to at least two Academic Faculty representatives to the Faculty Senate except the library which will be entitled to at least one Academic Faculty representative. Academic Faculty representative will be elected by the Academic Faculty in the unit, college or division of the University.

(b) Senate representation will be determined on the ratio of one Senator per 25 Academic Faculty in the unit of the University with the exception of the Graduate College which will have no more than two Senators.

(c) Every January at the first meeting of the spring semester, the provost will provide the Faculty Senate data on faculty membership. The Faculty Senate will review the apportionment of the faculty from each college, division, or unit and adjust apportionment as necessary to meet constitutional membership.

(2) Teaching and Research Faculty; Voting Members

(a) Teaching and Research Faculty will have one voting representative on the Faculty Senate.

(b) Teaching and Research Faculty representatives will serve two-year terms.

(3) Nonvoting Members

(a) The president of ASBSU or his or her designee.

(b) The president of the University or his or her designee.

(c) The dean of each college, school and library.

(d) The director of the Honors College or his or her designee.

b. Selection

(1) Academic Faculty

(a) Academic Faculty Senators will be elected by each college, division, or unit of the University.

(2) Teaching and Research Faculty

(a) The process of electing Teaching and Research Faculty Senators will be established in the Senate bylaws.

c. Term of Office

Elected members normally will serve for two years. Initially, provision shall be made for rotating terms of office so that one half of the elected chairs will be vacated each year. Recall of any elected members of the Senate will be considered only at a meeting of THE FACULTY from the college or division that elected the Senator called for such a purpose at least one week in advance of the meeting date. Approval will require an affirmative vote of two-thirds of the Academic and Administrative Faculty who are present at that meeting.

d. Responsibility
All members of the Senate are uninstructed representatives. Having sought the counsel and advice of their colleagues, Senate members will be free to exercise their own judgment on matters of decision and vote.

e. Restructuring
Newly created colleges and divisions of the University will be represented as provided in Article V, Section l a. (1-3). Implementation will be in accordance with the bylaws of the Boise State University FACULTY.

Section 2: Authority and Functions of the Faculty Senate

a. Authority
The Faculty Senate will have the authority and responsibility to act for and in behalf of THE FACULTY. Actions of the Faculty Senate will be effective without approval of THE FACULTY, except that such actions will be subject to challenge, by the Academic and Administrative Faculty (as specified in Article IV, Section 2, Paragraph e) or by the president of the University.

b. Functions
Within the framework established by the Idaho State Board of Education, the Faculty Senate will, as the representative body of THE FACULTY:

(1) Recommend to the president and provost and vice president of academic affairs requirements for admission and for degrees.

(2) Act upon all new courses and curricula, changes in established curricula, and curricular policies involving relationships between colleges, divisions, or units.

(3) Recommend to the president and provost and vice president of academic affairs criteria for academic rank, tenure, and professional welfare.

(4) Provide for the review and mediation of disputes involving professional ethics and grievances.

(5) Recommend to the president and provost and vice president of academic affairs policies and procedures governing the performance of research, scholarship and creative activities.

(6) Maintain such committees and councils as are necessary for the implementation of Article III, Section 1, of this constitution.

(7) Receive and consider reports from committees and councils and take appropriate action thereon.

(8) Inform THE FACULTY of its actions.

Section 3: Organization of the Senate

a. Officers

(1) The Senate shall elect annually from among its academic members a president and vice president.

b. Meetings

(1) Regular and special meetings of the Faculty Senate will be held throughout the academic year at times specified in the bylaws.

(2) Regular and special meetings of the Faculty Senate are open.

(3) Non-Senate members may only address the Senate when called upon by the Faculty Senate presiding officer.

(4) Executive session of the Faculty Senate may be called for by the president of the Faculty Senate. An Executive session is a closed meeting of the Steering Committee.

c. Rules

The Faculty Senate is empowered to make rules governing its own organization and procedure subject to the conditions of this Constitution and the following:

(1) A simple majority of voting members of the Senate members will constitute a quorum. If quorum is lost, the meeting will be immediately adjourned and the discussion will continue at the next regularly scheduled meeting or special session of the Faculty Senate.

(2) All actions of the Senate will be by simple majority of members present and voting, unless otherwise specified in the bylaws.

(3) A digest of the Senate meeting minutes will be distributed to THE FACULTY without delay.

d. Agenda

At least three business days prior to any Senate meeting, the president of the Faculty Senate will have an agenda published and distributed to THE FACULTY. Any Senator may submit items for the agenda. Any item submitted by at least ten percent of THE FACULTY through petition of whose signers half must be Academic or Administrative Faculty must be

placed on the agenda for the next regular Senate meeting. Items not on the agenda of a given meeting may not be brought to formal vote at that meeting without unanimous consent of those present.

Article VI: Amendment

Section 1: Of the Constitution

Amendments may be proposed by either:

a. A two-thirds vote of the Senate present and voting, or

b. Twenty percent of the Academic and Administrative Faculty through initiative petition presented to the president of the Senate.

The proposed amendment to the constitution will be placed on the agenda on the next regular meeting of the Senate for open discussion, a written copy of the proposed amendment, including explanation and justification, will be distributed to each member of THE FACULTY, after which it will be submitted to a special meeting of THE FACULTY. An amendment thus submitted will become part of the constitution when approved by secret ballot by a two-thirds majority vote of the Academic and Administrative Faculty.

Section 2: Of the Bylaws

The bylaws may be amended by a two-thirds vote of the Senate, present and voting.

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**Constitution**
**Amended: ~~April, 1998~~~~February~~May, 2011**
**Preamble**
To facilitate communication, understanding, and cooperation among the officers of Boise State University, and to ensure the orderly development of educational programs and policies committed to our trust, we, the p~~P~~resident and f~~F~~aculty of Boise State University, do hereby subscribe to this c~~C~~onstitution establishing principles of organization, authority, and responsibility of the Boise State University f~~F~~aculty. In adopting this constitution the president and faculty of Boise State University affirm our belief in academic freedom and responsibility as specified in the Idaho State Board of Education policy (Section III.B, April 2002) and the American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure.

Whereas, institutions of higher education are established for the common good and not to further the interest of either the individual teacher or the institution as a whole, and the common good depends upon the free search for truth and its free exposition through scholarship.

Academic freedom is essential to these purposes and applies to teaching, research, and service. Academic freedom in teaching is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom in research is fundamental to the advancement of truth. Academic freedom in service is fundamental to the advancement of the common good and the development of educational programs and policies. Academic freedom should not be abridged or abused. Academic freedom carries with it duties correlative with rights.

Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

Faculty are entitled to speak or write freely without institutional discipline or restraint on matters pertaining to faculty governance and development of educational programs and policies.

College and university teachers are citizens, members of a learned profession, and officers of the educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

~~1.~~Article I: Name

~~1.~~The ~~Official~~ Boise State University f~~F~~aculty as defined by Article II shall be referred to throughout this document as THE FACULTY.

~~2.~~Article II: Membership

~~1.~~T~~he Official~~ HE FACULTY~~aculty~~ of the University shall comprise four categories of members hereinafter referred to as: 1) Academic Faculty, 2) Teaching Faculty, 3) Research Faculty, and 4) ~~Applied Technology Faculty,~~ Administrative Faculty. ~~and President of the University.~~Associated faculties constitute a fifth category: 5) Adjunct, Affiliate, and Visiting Faculty; members have the privilege of participation without vote in meetings of the University faculty.

~~1.~~Section 1: Academic Faculty

~~1.~~The Academic Faculty of the University wi~~sha~~ll include all Tenure-track and Tenured faculty~~persons~~ with ~~full-time~~ appointments as Professor, Associate Professor, Assistant Professor, Instructor, ~~to do teaching, research, and counseling, and~~ Departmental chairpersons and professional librarians other than the Dean of the University Librari~~an~~es.

Section 2: Teaching Faculty

~~2.~~

The Teaching Faculty of the University will include all persons with appointments as Lecturer, Associate Lecturer, Assistant Lecturer, Clinical Professor, Associate Clinical Professor, Assistant Clinical Professor, and Clinical Instructor.

~~The Applied Technology Faculty of the University shall include all persons with appointments as Interim-Instructor, Standard Instructor, Advanced Instructor, and Senior Instructor, to do teaching.~~

~~3.~~Section 3: Research Faculty

The Research Faculty of the University will include all persons with appointments as Research Professor, Associate Research Professor, and Assistant Research Professor.

Section 4: Administrative Faculty

~~1.~~The Administrative Faculty of the University wi~~sha~~ll include the president of the University; administrative vice-presidents; executive heads of colleges/schools, divisions, supportive services, and the l~~L~~ibrary; and all such permanent administrative officials so designed by the p~~P~~resident of the University ~~as provided in Section 4 of this Article~~and the State Board of Education.

~~4.Section 4:~~

~~1.The President of the University.~~

~~5.~~Section 5: Adjunct, Affiliate, and Visiting Faculty

~~1.Contracts or letters of appointment shall contain an entry identifying Official Faculty, and a list of Official Faculty shall be kept on record in the Administrative Offices.~~The Adjunct, Affiliate, and Visiting Faculty include those faculty with a limited contractual relationship with the University, including part-time (adjunct), non-compensatory (affiliate), and visiting faculty. This category of faculty is not eligible to vote in faculty-wide deliberations or to have interest-group based representation on Faculty Senate. Individuals in this category are not part of THE FACULTY.

~~3.~~Article III: Powers and Authority

~~1.~~Section 1: General; Recommendations are made to the president and the provost and vice president of academic affairs of the University.

~~1.~~a. THE FACULTY wi~~sha~~ll provide recommendations on matters of educational policy within the limits prescribed by federal and state law and the regulations of the Idaho State Board of Education. Educational policy pertains to such matters as curricula, methods of instruction, facilities and materials for instruction, standards for admission and retention of students, and criteria for the granting of degrees. It also includes those aspects of student life that relate directly to the educational process including the establishment of regulations concerning financial aid, academic performance, extracurricular activities, and freedom of action and expression.

~~2.~~b. T~~HE FACULTY~~ he Academic and Administrative Faculty ~~sha~~will recommend policies and procedures governing ~~faculty appointment, tenure, and promotion~~the performance of research, scholarship and creative activities.

c. The Academic and Administrative Faculty will recommend policies and procedures governing faculty appointment, tenure, and promotion.

~~3.~~d~~c~~. THE FACULTY wi~~sha~~ll normally function through its representative body, t~~T~~he Faculty Senate (see Article V). However THE FACULTY wi~~sha~~ll also have the rights of initiative and referendum, as specified in Article IV: Section 2e, Article V: Section 3d, and in Article VI: Section 1~~, in Article IV: Section 2e, and in Article V: Section 3d~~.

~~2.~~Section 2: College, ~~s/~~School~~s~~, Division, Department, and the Library~~s~~

~~1.~~Within the limits of policies approved by the Idaho State Board of Education, the policies and practices within the particular ~~the~~ college, ~~/~~school, division, ~~or~~ department, or the library ~~sha~~will be determined by the Academic and Administrative Faculty~~THE FACULTY~~ of the specific college, ~~/~~school, division, ~~or~~ department, or the library and wi~~sha~~ll normally be implemented by the interested dean~~s~~ or chairperson~~s~~.

~~4.~~Article IV: Organization of THE FACULTY

1. Section 1: Officers

~~1.~~a. Presiding Officer

The p~~P~~resident of the Faculty Senate~~University~~ or his or her designee wi~~sha~~ll preside at the meetings of ~~THE FACULTY~~the Faculty Senate, and will oversee the reporting and distribution of the non-transcripted summary of the meeting. Upon completion of a one-year term, the president of the Faculty Senate will serve an additional year as past president.*

~~2.~~b. Vice President to ~~Secretary to~~ THE FACULTY

The vice president of the Faculty Senate (Article V, Section 3, a.1) will be the presiding officer of the Senate in the absence of the president of the Faculty Senate, will chair the Nominating Committee, and will be a member of the Steering Committee. In the event the president of the Faculty Senate is unable or unwilling to fulfill his/her duties, the vice president will preside over the Senate until such time as the president is able to resume his/her duties or the president's original term expires. The vice president of the Faculty Senate will administer, record, and report within that period specified in the bylaws of this constitution to THE FACULTY (Article IV, Section 2). Following the completion of a one-year elected term, the vice president will be the successor to the presidency of the Faculty Senate for a period of one year, provided a simple majority of the Senators present and voting are in agreement.* If a simple majority is not obtained, another nominee may be selected and voted into the position of president with a simple majority of the Senate present and voting. ~~The Secretary to The Faculty Senate (Article V, Section 3, a.2) shall be the Secretary to THE FACULTY. The Secretary shall record minutes and circulate copies to all members within one week following each meeting.~~

c. Past President to THE FACULTY

The past president to the Faculty Senate will serve as a member of the Steering Committee and as an advisor to the president and vice president. They may be either a current member of the Senate or hold an ex-officio seat on the Senate.

*In the event the president and vice president are nominated, agree to serve, and are voted for by a simple majority of the Senators present and voting, subsequent terms of office will be allowed.

~~3.Treasurer of THE FACULTY~~

~~1.The Treasurer of The Faculty Senate (Article V, Section 3, a.3) shall be the Treasurer of THE FACULTY. Funds for specific projects or emergencies as approved by THE FACULTY shall be collected by the Treasurer. The Treasure shall establish a Faculty Account and disburse Faculty Account Funds upon approval of The Faculty Senate, and shall~~

~~keep an accurate record of THE FACULTY Account according to approved business practice, which account may be audited by an ad hoc committee of the Senate whenever necessary.~~

~~2.~~Section 2: Meetings of THE FACULTY

~~1.~~a. Schedule

~~1.~~Meetings of THE FACULTY may be called by the p~~P~~resident of the University or the president of the Faculty Senate. The president of the Faculty Senate ~~He or she~~ must call a meeting at the written petition of ten percent of t~~T~~he Academic and Administrative Faculty~~HE FACULTY~~ or ~~on~~ a majority vote of the Senate.

~~2.~~b. Notice

~~1.~~Written notice of each meeting shall be circulated to THE FACULTY ~~all faculty members~~ at least three days prior to the date of the meeting. The agenda for each meeting wi~~sha~~ll be attached to the notice.

~~3.~~c. Qu~~F~~orum

~~1.~~Twenty-five percent of t~~T~~he Academic and Administrative Faculty ~~HE FACULTY in person shall~~ constitutes a quorum. Members must be physically present at such a meeting. P~~No p~~roxy votes wi~~sha~~ll not be recognized for absent individuals. The ~~Administrative~~ Office~~s~~ of the Provost and Vice President for Academic Affairs ~~sha~~will provide on September 1 ~~an indication of~~ the number of ~~full-time~~ Academic and Administrative Faculty ~~personnel~~ as described in Article II.

~~4.~~d. Procedure

~~1.~~Each member of THE FACULTY wi~~sha~~ll have a free and equal voice in all deliberations ~~and each shall be entitled to one vote~~. Academic and Administrative Faculty~~Any~~ members will be entitled to one vote each. Any member of THE FACULTY may submit agenda items to the ~~presiding officer of THE~~ F~~ACULTY~~aculty Senate president. Such items must be received at least five days prior to a scheduled meeting. In the absence of special regulations to the contrary, the most recent edition of Robert's Rules of Order as designated by the p~~P~~resident of the Faculty Senate shall govern the procedure of all meetings of THE FACULTY.

~~5.~~e. Faculty Review of Senate or Presidential Action

~~1.~~(1) The Academic and Administrative Faculty~~HE FACULTY~~ may contest an action taken by t~~T~~he Faculty Senate or a failure to act on an initiative petition ~~(Article V, Section 3d)~~. ~~Overriding of the Senate shall require a two-thirds vote of the total membership of THE FACULTY.~~To override a specific action of the Faculty Senate, the Academic and Administrative Faculty may conduct a vote. A two-thirds majority among the voters will override a

Faculty Senate action. A majority of those present and voting at a meeting may call for a vote of the Academic and Administrative Faculty. written ballot of the entire faculty. According to the provisions of Article IV, Section 31bd, such ballot wishall be accompanied attached to a copy by of the minutes of the meeting sent to each member of tThe Academic and Administrative FacultyHE FACULTY. The vice president of the Faculty Senate will administer, record and report the vote Ballots must be returned to the Secretary of The Faculty Senate and the vote counted and announced within that period specified in the bylBy Laws of this cConstitution.

2.(2) Using this same procedure, THE FACULTY The Academic and Administrative Faculty may contest a University pPresidential action. A two-thirds majority among the voters will be required to contest an action of the University president. The If the contesting action is successful, the Ppresident of the Faculty Senate will shall communicate the results of a contested action it to the Idaho State Board of Education if a two-thirds margin is achieved.

f. Financial Support

Financial support will be provided by the Office of the Provost in negotiation with the president of the Faculty Senate.

5.Article V: The Faculty Senate

1.Section 1: Membership

1.a. Composition

1.(1) Academic Faculty; Voting Members

1.(a) Each college/school or division wishall be entitled to at least two Academic Faculty representatives to tThe Faculty Senate except the library which will be entitled to at least one Academic Faculty representative. Academic Faculty representativewho sha will be elected by the Academic or Applied Technology Faculty in the unit, college/school or division of the Universityrepresented.

2.(b2) Senate representation wishall be determined on the ratio of one Senator per 25 Official Academic Faculty in the unit of the University with the exception of the college/school represented with the exception of the Graduate College which wishall have no more than two Senators.

(c) Every January at the first meeting of the spring semester, the provost will provide the Faculty Senate data on faculty membership. The Faculty Senate will review the apportionment of the faculty from each college, division, or

unit and adjust apportionment as necessary to meet constitutional membership.

(2) Teaching and Research Faculty; Voting Members

(a) Teaching and Research Faculty will have one voting representative on the Faculty Senate.

(b) Teaching and Research Faculty representatives will serve two-year terms.

3.(3) Nonvoting Members

(a) The pPresident of the University or his or her designee, the President of ASBSU or his or her designee.

(b) The president of the University or his or her designee.

(c) T, the dDean of each college, /school and the University Llibraryian.

(d) The director of the Honors College or his or her designee.

2.(b) Two adjunct faculty members appointed from a list of self-nominees by the President of the Faculty Senate. Candidates would need to teach at least half-time for one academic year.

b. Selection

(1) Academic Faculty

(a) Academic Faculty Senators wishall be elected by each college/school, or division, or unit of the UUniversity.

(2) Teaching and Research Faculty

(a) The process of electing Teaching and Research Faculty Senators will be established in the Senate bylaws.

c. Term of Office

Elected members normally wishall serve for two years. Initially, provision shall be made for rotating terms of office so that one half of the elected chairs wishall be vacated each year. Recall of any elected members of the Senate wishall be considered only at a meeting of THE FACULTY from the college or division that elected the Senator called for such a purpose at least one week in advance of the meeting date. Approval wishall require an affirmative vote of two-thirds of the Academic and Applied Technologydministrative Faculty who are present at that meeting.

d. Responsibility

All members of the Senate are uninstructed representatives. Having sought the counsel and advice of their colleagues, Senate members wishall be free to exercise their own judgment on matters of decision and vote.

e.- Restructuring

New~~ly created~~ c~~C~~olleges~~/Schools~~ and d~~D~~ivisions ~~Newly created colleges/schools and divisions~~ of the University wi~~sha~~ll be represented as provided in Article V, Section l a. (1-3). ~~and (2).~~ Implementation wi~~sha~~ll be in accordance with the~~by~~ by~~l~~~~By-L~~aws of the Boise University F~~ACULTY~~~~aculty~~.

~~2.~~Section 2: Authority and Functions of t~~t~~he Faculty Senate

~~1.~~a. Authority

~~1.~~The Faculty Senate wi~~sha~~ll have the authority and responsibility to act for and in behalf of THE FACULTY. Actions of t~~t~~he Faculty Senate wi~~sha~~ll be effective without approval of THE FACULTY, except that such actions wi~~sha~~ll be subject to challenge, by t~~T~~he Academic and Administrative ~~HE~~ F~~aculty~~~~ACULTY~~ (as specified in Article IV, Section 2, Paragraph e) or by the p~~P~~resident of the University.

~~2.~~b.- Functions

~~1.~~Within the framework established by the Idaho State Board of Education, t~~t~~he Faculty Senate wi~~sha~~ll, as the representative body of THE FACULTY:

~~1.~~(1) -Recommend to the president and provost and vice president of academic affairs requirements for admission and for degrees.

~~2.~~(2) -Act upon all new courses and curricula, changes in established curricula, and curricular policies involving relationships between colleges~~/schools or~~, divisions, or units.

~~3.~~(3) -Recommend to the president and provost and vice president of academic affairs criteria for academic rank, tenure, and professional welfare.

~~4.~~(4) -Provide for the review and mediation of disputes involving professional ethics and grievances.

(5) Recommend to the president and provost and vice president of academic affairs policies and procedures governing the performance of research, scholarship and creative activities.

(6) -Maintain such committees and councils as are necessary for the implementation of Article III, Section 1, of this c~~C~~onstitution.

~~6.~~(7~~6~~) Receive and consider reports from committees and councils and take appropriate action thereon.

~~7.~~(8~~7~~) Inform THE FACULTY of its actions.

~~3.~~Section 3: Organization of the Senate

~~1.~~a. Officers

~~1.~~(1) The Senate shall elect annually from among its academic members a p~~P~~resident and v~~V~~ice p~~P~~resident~~.~~.

~~2.(2) A Secretary to the Senate shall be selected by the Senate. The Secretary shall not be a member of the Senate.~~

~~3.(3) A Treasurer to the Senate shall be selected by the Senate. The Treasurer shall not be a member of the Senate~~

~~2.~~b. Meetings

~~1.~~(1) Regular and special meetings of the Faculty Senate wi~~sha~~ll be held throughout the academic year at times specified in the bylBy-Laws.

(2) Regular and special meetings of ~~the~~the Faculty Senate are open.

(3) Non-Senate ~~to all~~ members ~~of THE FACULTY. Visitors at meetings may enter into the discussion by permission of the Senate~~may only address the Senate when called upon by the Faculty Senate presiding officer.

(4) Executive session of the Faculty Senate may be called for by the president of the Faculty Senate. An Executive session is a closed meeting of the Steering Committee.

~~3.~~c. Rules

~~1.~~The Faculty Senate is empowered to make rules governing its own organization and procedure subject to the conditions of this Constitution and the following:

~~1.~~(1) A simple majority of voting members of the Senate members wi~~sha~~ll constitute a quorum. If quorum is lost, the meeting will be immediately adjourned and the discussion will continue at the next regularly scheduled meeting or special session of the Faculty Senate.

~~2.~~(2) All actions of the Senate wi~~sha~~ll be by simple majority of members present and voting, unless otherwise specified in~~by~~ the bylBy-Laws.

~~3.~~(3) ~~-~~A digest of the Senate meeting minutes wi~~sha~~ll be distributed to THE FACULTY without delay.

~~4.~~d. ~~-~~Agenda

~~1.~~At least three business days prior to any Senate meeting, the p~~P~~resident of the Faculty Senate wi~~sha~~ll have an agenda published and distributed to THE FACULTY. Any Senator may submit items for the agenda. Any item submitted by at least ten percent of THE FACULTY through petition of whose signers half must be Academic or Administrative Faculty must be placed on the agenda for~~of~~ the next regular Senate meeting. Items not on the agenda of a given meeting may not be brought to formal vote at that meeting without unanimous consent of those present.

~~6.~~Article VI: Amendment

~~1.~~Section 1: Of the Constitution

~~1.~~Amendments may be proposed by either:

~~1.(~~a.~~)~~ A two-thirds vote of the Senate present and voting, or

~~2.(~~b.~~)~~ Twenty percent ~~20 percent~~ of t~~THE~~he Academic and Administrative F~~ACULTY~~aculty through initiative petition presented to the p~~P~~resident of the Senate.

~~2.~~The proposed amendment to the c~~C~~onstitution wi~~sha~~ll be placed on the a~~A~~genda on the next regular meeting of the Senate for open discussion, ~~. Following that discussion,~~ a written copy of the proposed amendment, including explanation and justification, wi~~sha~~ll be distributed to each member of THE FACULTY, ~~faculty member~~ after which it will be submitted to a special meeting of THE FACULTY. An amendment thus submitted wi~~sha~~ll become part of the c~~C~~onstitution when approved by secret ballot by a two-thirds majority vote of t~~T~~he Academic and Administrative~~HE~~ F~~ACULTY~~aculty. ~~voting.~~

~~2.~~Section 2: Of the Byl~~y L~~aws

~~1.~~The byl~~By L~~aws may be amended by a two-thirds vote of the Senate, present and voting.

## IDAHO STATE UNIVERSITY (ISU)

### SUBJECT

Approval of the Full Proposal for Master of Accountancy

### APPLICABLE STATUTE, RULE, OR POLICY

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

### BACKGROUND/DISCUSSION

This is a request for a new masters program that will be delivered initially at the ISU Idaho Falls campus and, when possible, later expanded to the ISU Pocatello campus. While many of the classes for this degree will initially be offered only on the Idaho Falls campus, classes will be scheduled so that both Pocatello and Rexburg students will be able to take the course as commuter students.

The ISU Master of Accountancy program will be offered to meet an underserved market in SE Idaho, drawing students from BYU-Idaho who by necessity or desire want a quality graduate program in accounting within commuting distance from Rexburg, ID.

While on-line courses are available for lower division introductory accounting courses, they do no currently exist in an effective on-line environment. The ISU College of Business explored opportunities with both Boise State University (BSU) and the University of Idaho (UI) for joint programs (see letters of support from BSU and UI College of Business Deans attached to NOI on page 15). However, because the program requires in-person courses in Idaho Falls every evening for a one year period, there is no effective way that coursework can be shared among the universities.

BYU Idaho offers only an undergraduate degree to its over 400 accounting majors. The accounting profession requires extra education (30 credits) beyond the undergraduate degree to practice as a CPA in 48 states, including Idaho. Consequently, most BYU-ID graduates leave Idaho to seek a graduate degree (usually at Utah State University).

A Master of Accountancy provides students with advanced analytical and technical skills and tools required for success in the complex world of accounting today. This program develops skills and competencies well beyond that of an undergraduate accounting degree and will provide ISU graduates with a competitive advantage that is typically rewarded with a higher starting salary for entry-level positions. Moreover, upon completing this program, students will typically have passed or be ready to pass the rigorous CPA professional examination.

## IMPACT

The coursework necessary for this degree is already taught at ISU as part of its MBA with emphasis in Accounting. This new degree merely repackages the ISU coursework to meet the needs of a different group of students. The cost of the program is less than $150,000 of new funding. Faculty resources for years one and two will be reallocated within the ISU College of Business. In year three, an additional faculty position will be required to expand the program to the Pocatello campus. The cost of the new position is estimated to be $155,600 including benefits. New revenue from the program will exceed new costs.

## ATTACHMENTS

Attachment 1 – Full Proposal Page 5

## STAFF COMMENTS AND RECOMMENDATIONS

Idaho State University's (ISU) proposes to offer a new Master of Accountancy to be offered at ISU/UI University Place in Idaho Falls as part of a partnership formed with BYU-Idaho and expects a cohort of approximately 10-20 BYU-Idaho students for fall. ISU also has plans to potentially expand the program to ISU's main campus in Pocatello in the future.

All three universities offer undergraduate programs in accounting at their respective campuses with the exception of Boise State University who also offers undergraduate programs in Twin Falls through their Division of Extended Studies (see table below). Each university also offers graduate programs in Accounting. ISU offers a Master of Business Administration with an Accounting emphasis; Boise State University offers a Master of Science in Accountancy with a Tax emphasis; and the University of Idaho offers a Master of Accountancy. Each program is offered at respective main campuses.

| Institution | Region | Location | City | Program | Degree |
|---|---|---|---|---|---|
| UI | 2 | UI Campus | Moscow | Accounting | BS Bus |
| UI | 2 | UI Campus | Moscow | Accountancy | M Acct |
| BSU | 3 | BSU Campus | Boise | Accountancy | BBA, BA, BS, MS |
| BSU | 3 | BSU Campus | Boise | Accountancy Taxation | MS |
| BSU | 3 | BSU Campus | Boise | Accountancy/Finance | BA, BS, BBA |
| BSU | 4 | BSU Campus | Twin Falls | Accountancy | BBA, BA, BS |
| BSU | 4 | BSU Campus | Twin Falls | Accountancy & Finance | BA, BS, BBA |
| ISU | 5 | ISU Campus | Pocatello | Accounting | BBA |
| ISU | 5 | ISU Campus | Pocatello | Business Administration | MBA Emph Acct |

Consistent with Board policy III.G.4.a.i.(2), new graduate programs require Board approval regardless of fiscal impact. ISU's request for a new Master of Accountancy is consistent with Board policy III.Z. for their delivery of academic programs in the southeastern region. No institution currently has a statewide program responsibility for Accountancy. Board staff and the Council on Academic Affairs and Programs (CAAP) have reviewed the proposal and recommends approval as presented.

**BOARD ACTION**

I move to approve the request by Idaho State University to implement the Master of Accountancy.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Institution Tracking No. 2009-13

# IDAHO STATE BOARD OF EDUCATION

## ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

## FULL PROPOSAL

**to initiate a**

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

Submitted by:

Idaho State University

Institution Submitting Proposal

College of Business
Name of College, School, or Division

Department of Accounting
Name of Department(s) or Area(s)

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

Master of Accountancy
Degree/Certificate & 2000 CIP

Program Change, Off-Campus Component

Fall 2011
Proposed Starting Date

This proposal has been approved by:

| | | | |
|---|---|---|---|
| Kenneth A. Smith | 2/3/11 | Tom Jackson | 2-3-11 |
| College Dean (Institution) | Date | ~~VP Research &~~ Graduate Studies | Date |
| James C. Fletcher | 2/28/11 | | |
| Chief Fiscal Officer (Institution) | Date | State Administrator, SDPTE | Date |
| Gary A. Olson | 2-28-11 | | |
| Chief Academic Officer (Institution) | Date | Chief Academic Officer, OSBE | Date |
| [illegible] | 2/28/11 | | |
| President | Date | SBOE/OSBE Approval | Date |

**Before completing this form, refer to "Board Policy Section III.G. Program Approval and Discontinuance.**

1. Describe the **nature of the request**. For example, is this a request for a new on-campus program? Is this request for the expansion or extension of an existing program, or a new cooperative effort with another institution or business/industry or a contracted program costing greater than $250,000 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?

   *This is a request for a new masters program that will be delivered initially at the ISU Idaho Falls campus and then expanded to the ISU Pocatello campus. The cost of the program is less than $150,000 of new funding. Faculty resources for years one and two will be reallocated within the ISU College of Business. In year three, an additional faculty position will be required to expand the program to the Pocatello campus. The cost of the new position is estimated to be $155,600 including benefits. New revenue from the program will exceed new costs.*

   *Current AASCB accounting accreditation standards are attached. AACSB business accreditation standards can be accessed at http://www.aacsb.edu/accreditation/business/standards*

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. A copy of their report/recommendations must be attached.

   *The ISU College of Business is accredited by the Association to Advance Collegiate Schools of Business (AACSB International). Moreover, the ISU accounting program is separately accredited by AACSB International. AACSB International accounting accreditation represents the highest standard worldwide. It confirms an accounting program's commitment to quality and continuous improvement through rigorous self- evaluation and comprehensive peer review processes. Additionally, AACSB accredited accounting programs commit to a continuous process of review and feedback that insures the programs remain at the cutting edge of the accounting discipline. Accreditation is granted at the academic unit level so the new degree will be accredited immediately. All programs offered by the ISU Department of Accounting are automatically covered by AACSB accreditation. The MAcc program will be included in the maintenance of accreditation review in 2016.*

   *The goal of the MACC program is to further develop students' professional knowledge, competency, skills and values for a career in accountancy with an emphasis on public accountancy. Advanced content and application in the graduate program is focused on enhancing students' technical competency, and critical thinking, interpersonal, communication, and judgment skills beyond that of an undergraduate program. Specifically, our MAcc program learning goals and objectives include:*

   ***1. Technical Competency and Professional Knowledge***
   *ISU MAcc graduates will demonstrate technical competency and possess appropriate professional knowledge. Each student will:*
   - *A. Apply knowledge of relevant professional standards and the regulatory environment to resolve financial reporting issues of U.S. and multinational business entities.*
   - *B. Apply knowledge of tax laws for planning and compliance purposes.*
   - *C. Recognize and evaluate areas of potential legal concern in the business environment and demonstrate understanding of the role of legal issues in risk assessment.*
   - *D. Recognize and evaluate areas of potential risk in an entity's business processes and information technology environment.*

   ***2. Critical Thinking and Communication Skills***
   *ISU MAcc graduates will demonstrate problem solving and critical thinking skills. Each student will:*
   - *A. Gather, interpret, evaluate, analyze and apply relevant professional standards to complex accounting-related issues, and come to well-reasoned conclusions.*
   - *B. Apply analytical and quantitative techniques to analyze financial statements within the context of risk assessment and firm valuation.*
   - *C. Communicate complex ideas effectively both orally and in writing.*

***3. Group/Interpersonal Skills***
*ISU MAcc graduates will demonstrate group/interpersonal skills. Each student will:*
*A. Work effectively in teams toward a common goal.*

***4. Professional Values and Ethics***
*ISU MAcc graduates will demonstrate the ability to recognize and appropriately respond to ethical issues in the practice of accounting. Each student will:*
*A. Identify ethical issues and decision alternatives by incorporating appropriate professional codes of conduct and social responsibility.*
*Demonstrate professional conduct and demeanor in class and business settings.*

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.

| Course | Curr./New | Cr. Hrs. |
|---|---|---|
| ACCT 5531 Advanced Tax Concepts/Research | Current | 3 |
| ACCT 5533 Legal Environment of Accounting | Current | 3 |
| ACCT 5557 Advanced Auditing | Current | 3 |
| ACCT 5561 Advanced Accounting | Current | 3 |
| ACCT 5571 Accounting Capstone 1 | New | 1 |
| ACCT 5572 Accounting Capstone 2 | New | 1 |
| ACCT 5573 Accounting Capstone 3 | New | 1 |
| ACCT 5574 Accounting Capstone 4 | New | 1 |
| ACCT 6625 Managerial Control Systems and Corporate Social Responsibility | New | 3 |
| ACCT 6631 Accounting Theory | Current | 3 |
| ACCT 6634 Seminar in Accounting | Current | 3 |
| ACCT 6660 Governmental and Global Accounting | New | 3 |
| MBA 6622 Finance in an Integrated Environment | Current | 3 |
| Total Credits | | 31 |

Course descriptions attached.

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.

Boes, Richard, Ph.D., Professor, Financial accounting and taxation (16.7%)
Frischmann, Pete, Ph.D., Professor, Taxation, financial accounting, managerial accounting (16.7%)
Picard, Robert, Ph.D., Professor, Auditing, managerial accounting, management control systems (16.7%)
Plewa, Frank, Ph.D., Professor, Financial accounting (16.7%)
Pumphrey, Lela, Ph.D., Visiting professor, financial accounting, governmental accounting, international accounting, auditing (16.7%)
Reis, Priscilla, Ph.D., Associate professor, managerial accounting, management control systems (16.7%)
Smith, Ken, Ph.D., Professor, financial accounting, auditing, managerial accounting (33.3%)
Reallocated line – new hire, Assistant professor, financial accounting, auditing (22%)
New hire (2014) – Assistant professor, financial accounting, auditing (16.7%) A new faculty member, hired in year three will allow us to expand the program to the Pocatello campus. The new faculty hire will be academically qualified to teach and research in the field of accounting and will teach at both the undergraduate and graduate levels. It is our understanding that a search for this position will only be approved if revenues from the MAcc program are sufficient to cover the cost of the line.

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

*Students would have earned an undergraduate accounting degree or its equivalent. A large part of the demand for this program comes from graduates of BYU-I. The second largest group of students will be those continuing on after earning an undergraduate degree from ISU. Other markets include business graduates*

*from other schools in the intermountain west, international students, and business professionals currently working in southeast Idaho.*

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

*Additional electronic data base media will be required so that tax and accounting standards data bases will be available at both the Idaho Falls and Pocatello campuses. The related cost of that media is relatively small ($5,000 with additional inflation adjustment – included in budget section). Additionally, we anticipate the need for an additional laptop computer for a new faculty hire in the event we receive an additional position in year 3. Finally, if revenues warrant, we intend to incorporate additional graduate assistantships into the program to help us attract high potential students. We recently have secured scholarship donations to help attract new students. Library resources and staff support are currently adequate to support this program in both IF and Pocatello locations.*

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

*In years one and two, this program will be exclusively offered at the Idaho Falls campus. In year three it will expand to the Pocatello 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..

*Please see attached letters from Dr. Gary Olson, ISU Provost and the deans of Idaho State University, Boise State University and the University of Idaho addressing the necessity for duplication of this program.*

Describe the extent to which similar programs are offered in Idaho, the Pacific Northwest and states bordering Idaho. How similar or dissimilar are these programs to the program herein proposed?

*The University of Idaho offers a Master of Accountancy degree. Boise State University offers of Master of Science with an optional taxation emphasis. The Master of Science without the tax emphasis would be similar to our Master of Accountancy program. Additionally, this program is similar to programs offered by neighboring states (Utah State University and Weber State University for example) and therefore we are at a competitive disadvantage by not offering a Master of Accountancy. However, this program differs from programs offered by neighboring states in that the ordering and scheduling of courses and the inclusion of four one-credit capstone courses will facilitate success on the CPA exam and most likely result in students having passed the exam by the time they graduate from ISU with a Master of Accountancy (MAcc).*

*Many of the classes for this degree will be offered only on the Idaho Falls campus. Classes will be scheduled so that both Pocatello and Rexburg students will be able to take the course as commuter students. Since the ISU Master of Accountancy program will be offered primarily on the Idaho Falls campus, this program will serve an underserved market in SE Idaho and provide enrollment opportunities not available to either U of I or BSU in drawing students from BYU-I who by necessity or desire want a quality graduate program in accounting within commuting distance from Rexburg, ID. If resources ever became available that would allow us to offer multiple sections of these courses, then we would schedule sections on the Pocatello campus.*

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 ISU mission statement:*
*Section 1 reads "Idaho State University will give continuing emphasis in the areas of business…"*
*Section 2 reads "Graduate: Offers a wide range of masters, doctoral and professional programs consistent with state needs."*

*Section 3 reads "The institution serves students, business and industry, the professional and public sector groups throughout the state and region as well as diverse and special constituencies."*

*This program is consistent with each of these sections outlining the role and mission of Idaho State University.*

*This program is included in ISU's regional 8-year plan.. This opportunity to work with BYU-Idaho recently materialized. While we are exploring various opportunities with BYU-I administration, this program offers perhaps the highest potential for new graduate enrollment of all the opportunities that we have explored. Through this program we are working with with BYU-I to provide course work in Idaho Falls that will help BYU-I students complete an ISU graduate degree in an area that they deem important. The fact that we will offer this degree reduces the need and likelihood that BYU-I will offer a similar program anytime in the near future. This program consists of courses that are already in the ISU College of Business catalog although some have not been offered for some time due to resource constraints. These courses will now be offered consistently in Idaho Falls as part of this degree. In addition to serving the Idaho Falls and Rexburg markets, ISU Pocatello students will have the option to travel to Idaho Falls to take courses that are now not available to them.*

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

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

   *Due to the 150 credit requirement for CPA licensure, we have been monitoring the need and demand for a MAcc for the past several years. Two years ago we were approached by BYU-Idaho about offering graduate education in the area of accounting. BYU-I enrollments were climbing and their accounting students needed additional options for meeting the 150 credit hours required for the field of public accounting. We have met with BYU-I officials several times over the last two years to assess enrollment potential and to ensure a curriculum from both institutions that would result in a smooth transition for BYU-I students by having them well prepared for our MAcc program. Through these meetings and through several meetings with student groups we determined that initially offering the program in Idaho Falls would result in early success of the program. We expect 10 – 20 BYU-I students in the initial fall cohort with enrollments increasing to 30 – 60 in the first three years.*

   *Students who graduate from the Masters of Accountancy programs at each of the Idaho universities will easily find placement in careers directly related to their degrees. Specifically, the report entitled "Comparative Analysis of Education and Labor Data in Idaho, 2009" prepared for the Idaho Division of Professional-Technical Education and the Idaho State Board of Education, indicates that Accounting is one of four programs "with the most substantial unmet demand for graduates." Indeed, Economic Modeling Specialists, Inc., (EMSI) reports that Accounting and Finance programs "qualify as high-wage/high-growth and [will] need 400-1,900 new trained workers per year."*

   *Program quality and effectiveness will be monitored through an extension of our systematic assurance of learning program that was implemented as part of our ongoing AACSB accreditation process. Assessment data will primarily be course embedded but will also include data collected through exit interviews and self-report data collected on CPA exam pass rates. The overarching MAcc program learning goals are to further develop students' professional knowledge, competency, skills and values for a career in accountancy with an emphasis on public accountancy. Advanced content and application in the graduate program is focused on enhancing students' technical competency, and critical thinking, interpersonal, communication, and judgment skills beyond that of an undergraduate program.*

   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.

   ***Student and State Need***

   *A Master of Accountancy provides students with advanced analytical and technical skills and tools required for success in the complex world of accounting today. This program develops skills and competencies well beyond that of an undergraduate accounting degree and will provide ISU graduates with a competitive advantage that is typically rewarded with a higher starting salary for entry-level positions. Moreover, upon completing this program, students will typically have passed or be ready to pass the rigorous CPA professional examination. Many firms require students to have or acquire 150 hours/credits of education because 48 states require 150 hours/credits for licensure.*

*Current students can achieve 150 hours by double majoring or completing our MBA program. While a double major achieves the credits the Master of Accountancy is much more marketable and attractive to potential employers. The MBA program is designed to benefit students with some management experience and is more of a generalist degree than the Master of Accountancy.*

***Demand***

*Our preliminary research with our own students and with students from BYU-I indicates a strong demand for this program. Conversations with BYU-I administrators and students indicate that BYU-I demand would initially be 10 – 20 students in the initial fall cohort and grow to an annual enrollment of 30 - 60 students in the program. Additionally, many of our own undergraduate students who choose other schools (Utah State is a top choice among our students) would stay at ISU for the MAcc.*

***Employment Potential***

*According to the U.S. Bureau of Labor Statistics, "employment of accountants and auditors is expected to grow by 18 percent between 2006 and 2016, which is faster than the average for all occupations. This occupation will have a very large number of new jobs arise, almost 226,000 over the projections decade. An increase in the number of businesses, changing financial laws, and corporate governance regulations, and increased accountability for protecting an organization's stakeholders will drive growth." Also, based on ISU accounting placement history and current experience, employment potential for ISU accounting graduates is excellent. Feedback from our Accounting Program Advisory Board also indicated that for students graduating from an ISU MAcc program employment opportunities would be excellent. Moreover, adding this program and the anticipated enrollment increases would undoubtedly result in an increase in the number of firms and companies recruiting on campus.*

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

*The only potential shift from other programs within the institution would be from our Accounting Emphasis MBA Program to the MAcc program. That potential shift would entail a maximum of five students(based on current enrollments) since our undergraduates tend to leave ISU for a MAcc or Masters of Taxation program or for employment (those who already have 150 hours) after receiving their undergraduate degree.*

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 program will initially be delivered only at the Idaho Falls campus in an attempt to meet the needs of the Rexburg, Idaho Falls and Pocatello markets.*

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 12 | | FY 13 | | FY 14 | |
|---|---|---|---|---|---|---|
| | FTE | Headcount | FTE | Headcount | FTE | Headcount |
| A. New enrollments | 10 | 10 | 40 | 50 | 60 | 75 |
| B. Shifting enrollments | 0 | | 0 | | 0 | |

II. EXPENDITURES

| | FY 12 | | FY 13 | | FY 14 | |
|---|---|---|---|---|---|---|
| | FTE | Cost | FTE | Cost | FTE | Cost |
| A. Personnel Costs | | | | | | |
| 1. Faculty | 0 | 0 | 1 | 120,000 | 2[1] | 240,000 |
| 2. Administrators | | | | | | |
| 3. Adjunct faculty | | | | | | |
| 4. Graduate/instructional assistants | | | | | | |
| 5. Research personnel | | | | | | |
| 6. Support personnel | | | | | | |
| 7. Fringe benefits | | | 1 | 35,600 | 2 | 71,200 |
| 8. Other: | | | | | | |
| **Total FTE Personnel And Costs;** | | 0 | | 155,600 | | 315,868 |

| | FY 12 | FY 13 | FY 14 |
|---|---|---|---|
| B. Operating expenditures | | | |
| 1. Travel | 8,000 | 9,500 | 11,000 |
| 2. Professional services | | | |
| 3. Other services | | | |
| 4. Communications | | | |
| 5. Utilities | | | |
| 6. Materials & supplies | | | |
| 7. Rentals | | | |
| 8. Repairs & maintenance | | | |
| 9. Materials & goods for manufacture & resale | | | |
| 10. Miscellaneous | | | |
| **Total Operating Expenditures:** | 8,000 | 9,500 | 11,000 |

[1] Cumulative (i.e. one CoB reallocated line in 2013 and one additional line in 2014 = two lines total)

| | FY 12 | FY 13 | FY 14 |
|---|---|---|---|
| C. Capital Outlay | | | |
| 1. Library resources | 5,000 | 5,250 | 5,513 |
| 2. Equipment | 2,000 | 2,000 | 2,000 |
| Total Capital Outlay: | 7,000 | 7,250 | 7,513 |
| D. Physical facilities Construction or major Renovation | | | |
| E. Indirect costs (overhead) | | | |
| **GRAND TOTAL EXPENDITURES:** | 15,000 | 172,350 | 334,381 |

III. REVENUES

| | FY 12 | FY 13 | FY 14 |
|---|---|---|---|
| A. Source of funds | | | |
| 1. Appropriated funds -- Reallocation – MCO | | | 155,600 |
| 2. Appropriated funds -- New – MCO | | | |
| 3. Federal funds | | | |
| 4. Other grants | | | |
| 5. Tuition | 55,970 | 340,840 | 511,260 |
| 6. Other: | | | |
| **GRANT TOTAL REVENUES:** | 55,790 | 340,840 | 666,860 |

| | FY 12 | FY 13 | FY 14 |
|---|---|---|---|
| B. Nature of Funds | | | |
| 1. Recurring* | 55,970 | 340,840 | 666,860 |
| 2. Non-recurring** | | | |
| **GRANT TOTAL REVENUES:** | 55,970 | 340,840 | 666,860 |

* 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.

**Year 1**

| Name, Position, Rank | Annual Salary | FTE Assignment | Program Salary | Projected Cr. Hrs. | FTE Students |
|---|---|---|---|---|---|
| R. Boes, Prof. | 100,000 | 0.167 | 16700 | 30 | 10 |
| P. Frischmann, Prof. | 102,000 | 0.167 | 17034 | 30 | 10 |
| R. Picard, Prof. | 102,000 | 0.167 | 17034 | 30 | 10 |
| F. Plewa, Prof. | 95,000 | 0.167 | 15865 | 30 | 10 |
| Pumphrey, visiting | 95,000 | 0.167 | 15865 | 30 | 10 |
| P. Reis, Assoc. Prof. | 90,000 | 0.167 | 15030 | 30 | 10 |
| K. Smith, Prof. | 105,000 | 0.333 | 34965 | 60 | 20 |
| Reallocated line | 115,000 | 0.167 | 19205 | 30 | 10 |
| Law adjunct | 5,000 | n/a | 5000 | 30 | 10 |

**Year 2**

| Name, Position, Rank | Annual Salary | FTE Assignment | Program Salary | Projected Cr. Hrs. | FTE Students |
|---|---|---|---|---|---|
| R. Boes, Prof. | 100,000 | 0.167 | 16700 | 120 | 40 |
| P. Frischmann, Prof. | 102,000 | 0.167 | 17034 | 120 | 40 |
| R. Picard, Prof. | 102,000 | 0.167 | 17034 | 120 | 40 |
| F. Plewa, Prof. | 95,000 | 0.167 | 15865 | 120 | 40 |
| Pumphrey, visiting | 95,000 | 0.167 | 15865 | 120 | 40 |
| P. Reis, Assoc. Prof. | 90,000 | 0.167 | 15030 | 120 | 40 |
| K. Smith, Prof. | 105,000 | 0.333 | 34965 | 240 | 80 |
| Reallocated line | 115,000 | 0.167 | 19205 | 120 | 40 |
| Law adjunct | 5,000 | n/a | 5000 | 120 | 40 |

**Year 3**

| Name, Position, Rank | Annual Salary | FTE Assignment | Program Salary | Projected Cr. Hrs. | FTE Students |
|---|---|---|---|---|---|
| R. Boes, Prof. | 100,000 | 0.167 | 16700 | 180 | 60 |
| P. Frischmann, Prof. | 102,000 | 0.167 | 17034 | 180 | 60 |
| R. Picard, Prof. | 102,000 | 0.167 | 17034 | 180 | 60 |
| F. Plewa, Prof. | 95,000 | 0.167 | 15865 | 180 | 60 |
| Pumphrey, visiting | 95,000 | 0.167 | 15865 | 180 | 60 |
| P. Reis, Assoc. Prof. | 90,000 | 0.167 | 15030 | 180 | 60 |
| K. Smith, Prof. | 105,000 | 0.333 | 34965 | 360 | 120 |
| Reallocated line | 115,000 | 0.167 | 19205 | 180 | 60 |
| Law adjunct | 5,000 | n/a | 5000 | 180 | 60 |

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 |
|---|---|---|---|---|
| Sam Peterson, Asst. Dean | $60,000 | .10 | $6,000 | 10% |
| Karma Morrison, Admin. Asst. | $28,000 | .30 | $8,400 | 30% |

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

*The increase in operating expenditures relates to travel costs to support research/professional development conferences for new faculty lines, and for student recruiting.*

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 are adequate for this program. The additional resources indicated in the budget section relate to section (b).*

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

*Additional electronic media is required in the amount of $5,000/year with inflation adjustment. This media would be available online and so would serve both the Idaho Falls and Pocatello campus communities.*

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

*Library resources are currently supporting our MBA program in Idaho Falls and, with the addition of the electronic media specified above, would be adequate to support the program.*

(2) Equipment/Instruments

Describe he 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.

*Laptop for new hire (must be obtained).*

e. Revenue Sources

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

*The reallocated faculty line will come from within the College of Business. We are restructuring curriculum and majors to make that happen.*

(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.

*A request for a new faculty line will be made once we collect actual enrollment evidence to support the request based on new tuition dollars that materialize because of the program. We anticipate that will be 2013.*

(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*

# Idaho State UNIVERSITY

## Master of Accountancy (MAcc) Program
## Curriculum Course Descriptions

**ACCT 5531 Advanced Tax Concepts 3 credits.** Specialized federal tax concepts and tax research principles for individuals, businesses, estates, and trusts. Elaborates on basic principles discussed in Principles of Taxation.

**ACCT 5533 Legal Environment of Accounting 3 credits.** Study of legal issues facing accountants, including business law, forms of organizations, and regulatory requirements.

**ACCT 5557 Advanced Auditing 3 credits.** Integration of financial statement auditing concepts in case discussions. Research into contemporary auditing literature.

**ACCT 5560 Governmental and Global Accounting 3 credits.** Reporting principles, standards and procedures applicable to governmental units and not-for-profit institutions and an examination of global accounting issues including international financial reporting standards.

**ACCT 5561 Advanced Accounting 3 credits.** Study of accounting problems arising in connection with partnerships, corporate affiliation; institutional, social, and fiduciary accounting; consignments; installment sales; and foreign exchange.

**ACCT 5571 Accounting Capstone 1. 1 credit.** Capstone course integrating financial accounting and reporting topics. Emphasis on analytical, problem-solving and communication skills.

**ACCT 5572 Accounting Capstone 2. 1 credit.** Capstone course integrating accounting regulation topics. Emphasis on analytical, problem-solving and communication skills.

**ACCT 5573 Accounting Capstone 3. 1 credit.** Capstone course integrating auditing and attestation topics. Emphasis on analytical, problem-solving and communication skills.

**ACCT 5574 Accounting Capstone 4. 1 credit.** Capstone course integrating business environment and concepts topics. Emphasis on analytical, problem-solving and communication skills.

**ACCT 6631 Accounting Theory 3 credits.** Study of accounting conceptual framework and accounting principles. Case discussions and research into contemporary accounting literature.

**ACCT 6634 Seminar in Accounting 3 credits.** Reading, discussion, and preparation of reports on selected topics. Restricted to senior and graduate students in business who have the consent of the instructor. Specialized evaluated graduate level activities and performances are identified in the course syllabus. May be repeated for up to 6 credits with permission of instructor.

**MBA 6622 Finance in an Integrated Environment 3 credits.** Integrated analysis of a firm's decisions with emphasis on the financial aspects of these decisions.

**ACCT 6625 Managerial Control Systems and Corporate Social Responsibility 3 credits.** The managerial and strategic use of control systems. Current practices in Corporate Social Responsibility management and reporting practices. The interrelationship between Management Control Systems and Corporate Social Responsibility.

IDAHO STATE UNIVERSITY

College of Business
Campus Stop 8020
Pocatello, Idaho
83209-8020

Answers to questions from Patty Sanchez about the NOI for a Masters of Accountancy at ISU.

Duplication of programs and collaboration with BSU and U of I:

This degree is designed to fulfill demand in Idaho Falls and Rexburg for individuals who have an undergraduate degree in business and are place bound because they live and work in southeast Idaho. BYU Idaho offers only an undergraduate degree to its over 400 accounting majors. The accounting profession requires extra education (30 credits) beyond the undergraduate degree to practice as a CPA in 48 states, including Idaho. Consequently, most BYU-I graduates leave Idaho to seek a graduate degree (usually at Utah State University). Most of them would elect to stay in Idaho if a comparable quality degree were offered nearby. For example, an informal survey of this year's graduating class indicated that between 40 and 60 individuals would have enrolled in this Idaho Falls program if it were offered.

Graduate programs in accounting are live classroom experiences. While on-line courses are available for lower division introductory accounting courses, they do not currently exist in an effective on-line environment. The ISU College of Business did explore opportunities with both Boise State University and the University of Idaho for joint programs (see the letters of support from the BSU and UI College of Business deans attached to the NOI). Because the program requires live courses in Idaho Falls every evening for a one year period, there is no effective way that coursework can be shared among the universities.

In addition, all three universities are accredited at the accounting program level by the Association to Advance Collegiate Schools of Business (AACSB International). The standards of accreditation require coursework leading to the five year qualification for entry into the accounting profession. Consequently, the coursework necessary for this degree is already taught at ISU as part of its MBA with Emphasis in Accounting. This new degree merely repackages the ISU coursework to meet the needs of a different group of students.

This is a situation where duplication of programs is essential to meet the needs of people who live and work in Idaho who could not reasonably commute to the other schools while maintaining their current jobs. Also, duplication is essential so that all three programs can maintain AACSB accreditation to insure quality programs for students living in each region of Idaho.

Job demand for three programs in Idaho:

As indicated in the NOI, employment in the accounting profession exceeds the number of graduates nationally and it is growing much faster than other professions. Students who graduate from the Masters of Accountancy programs at each of the Idaho universities will easily find placement in careers directly related to their degrees.

I agree with the above comments.

| | | |
|---|---|---|
| Kenneth A. Smith<br>Dean<br>Idaho State University | Pat Shannon<br>Dean<br>Boise State University | Jack Morris<br>Dean<br>University of Idaho |

Ken Smith
Dean

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IDAHO STATE UNIVERSITY

College of Business
Campus Stop 8020
Pocatello, Idaho
83209-8020

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I agree with the above comments.

Ken Smith
Dean

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Kenneth A. Smith
Dean

Pat Shannon
Dean

Jack Morris
Dean

June 14, 2010

Dr. Dale Bower
Chief Academic Officer
Idaho State Board of Education
650 West State Street, Suite 307
PO Box 83720
Boise, ID 83720-0037

**Provost and Vice President for Academic Affairs**

921 South 8th Avenue
Stop 8063
Pocatello, Idaho
83209-8063

Dear Dale,

Idaho State University recently submitted a Notice of Intent for a Masters degree in Accountancy. I understand concerns exist regarding the duplication of programming throughout the state, collaboration opportunities with BSU and UI, and job demand for this profession. The following information should adequately address each of the aforementioned issues; please feel free to share the details with members of the Board as well as the other institutions.

This degree is designed to fulfill demand in Idaho Falls and Rexburg for individuals who have an undergraduate degree in business and are place bound because they live and work in southeast Idaho. BYU-Idaho offers only an undergraduate degree to its over 400 accounting majors. The accounting profession requires additional education (30 credits) beyond the undergraduate degree to practice as a CPA in 48 states, including Idaho. Consequently, most BYU-I graduates leave Idaho to seek a graduate degree (usually at Utah State University). Most of them would elect to stay in Idaho if a comparable quality degree were offered nearby. For example, an informal survey of this year's graduating class indicated that between 40 and 60 individuals would have enrolled in this Idaho Falls program were it offered.

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Phone: (208) 282-2171
Fax: (208) 282-4487

This is a situation where duplication of programs is essential to meet the needs of people who live and work in Idaho who could not reasonably commute to the other schools while maintaining their current jobs. Also, duplication is essential so that all three programs can maintain AACSB accreditation to insure quality programs for students living in each region of Idaho.

As indicated in the NOI, employment in the accounting profession exceeds the number of graduates nationally and it is growing much faster than other professions. Students who graduate from the Masters of Accountancy programs at each of the Idaho universities will easily find placement in careers directly related to their degrees. Specifically, the report entitled "Comparative Analysis of Education and Labor Data in Idaho, 2009" prepared for the Idaho Division of Professional-Technical Education and the Idaho State Board of Education, indicates that Accounting is one of four programs "with the most substantial unmet demand for graduates." Indeed, Economic Modeling Specialists, Inc., (EMSI) reports that Accounting and Finance programs "qualify as high-wage/high-growth and [will] need 400-1,900 new trained workers per year."

I believe this information addresses the concerns pertaining to our Masters in Accountancy Notice of Intent. However, please do not hesitate to contact me should you have further questions.

Best regards,

Gary A. Olson

Gary A. Olson, Ph.D.
Provost and Vice President

CC: Barbara Adamcik
Kandi Turley-Ames
Laura Woodworth-Ney

GAO/sh

Adopted: April 19, 2004
Revised: July 1, 2009

# Eligibility Procedures and Accreditation Standards for Accounting Accreditation

## AACSB International – The Association to Advance Collegiate Schools of Business

777 South Harbour Island Blvd., Suite 750, Tampa, FL 33602-5729
Tele: 1-813-769-6500 Fax: 1-813-769-6535 Web: http://www.aacsb.edu

# Accounting Accreditation Standards

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## PREAMBLE

Accounting accreditation seeks to improve accounting education in order to prepare students to serve the needs of society that are met by the discipline and profession of accounting. The accreditation process intends to promote the development of accounting education programs of high quality and to encourage innovation and continual improvement.

Accreditation standards provide guidance and a framework within which accounting programs will be reviewed for overall high quality and for effectiveness in the achievement of self-selected missions. The accreditation standards allow flexibility and autonomy and thereby encourage the development of diverse accounting programs serving a broad range of missions. Accounting accreditation is an elective extension of business accreditation. Accordingly, the accounting accreditation standards build on those for business accreditation. The "Eligibility Procedures and Standards for Business Accreditation" and the "Eligibility Procedures and Standards for Accounting Accreditation" are appropriately integrated with the business standards serving as a foundation for the accounting accreditation process and standards. AACSB International accounting accreditation cannot be earned without earning business accreditation prior to or concurrent with accounting accreditation.

To further emphasize the building block relationship between the business standards and the accounting standards, a consecutive numbering system is adopted so that the standards are viewed as an integrative whole. Business standards will be consecutively numbered in the 1-30 range and accounting standards will be numbered consecutively in the 31-50 range. This numbering system allows for the addition of standards if needed without disrupting the assigned ranges. In addition, the strong relationship and integrative nature of the business and accounting standards is reinforced without duplicating the business standards in the accounting section except where there are special provisions that apply only to accounting programs. As important, accounting programs must be in congruence with the business standards as well as the accounting standards to earn AACSB International accounting accreditation.

Accounting accreditation evaluates the quality of accounting programs delivered within, or associated with, business programs of overall high quality. Key factors in the assessment of quality are the qualifications, development, and involvement of the faculty; the design and effectiveness of the curriculum; the nature and effectiveness and resources needed and used for instructional and learning purposes; the academic preparation and capabilities of entering students; the processes in place to plan, assess, and assure quality; and the intellectual contributions of the faculty. While these factors are key to the assessment of the quality of any academic program, their relative importance will depend, at least in part, on the academic unit's[1] mission and each program's educational objectives.

[1] Throughout these standards the term "academic unit" is used to reference the accounting unit, which may refer to the administrative structure that has direct oversight for the accounting program. The unit as defined in the Eligibility section may be a school, academic unit or faculty.

Accounting degree programs build a substantial knowledge base in accounting and business administration. The discipline and profession of accounting generally prepare students for a wide range of career opportunities in the areas of accounting, assurance services, various consulting services (including taxation), research, teaching, and business management, irrespective of the form of organization or enterprise. A school may have a mission that emphasizes one or more of these. In addition, many education programs in accounting provide pathways for careers in law, management, and other areas. Accredited accounting programs may choose to incorporate these student objectives into their missions, as appropriate.

To achieve accreditation, accounting programs must be guided by a well-defined mission, meet the overall objectives of accounting education outlined above, and possess the faculty, leadership, and other resources necessary to maintain quality in the foreseeable future.

## SECTION 1:
## ELIGIBILITY PROCEDURES FOR
## AACSB INTERNATIONAL ACCOUNTING ACCREDITATION

Business Schools and Colleges are organized in various ways. Some will have a clearly defined separate administrative structure for the accounting programs while others will have less formal arrangements. For consistency the following terms are used throughout the standards:

**Academic unit:** refers to the administrative structure (school, department, faculty, etc.) that has direct oversight for the accounting programs.

**Accounting Program:** refers to any bachelor's or graduate level accounting program that is to be included in the process to determine eligibility for accreditation.

Characteristics of institutions that offer accounting programs bear on the quality of those programs and on the educational value created for their students. Certain organizational and governance characteristics determine whether accounting programs are eligible for accreditation. These characteristics must be met before an academic unit enters the initial accreditation review process, and they determine which programs will be reviewed for accreditation. Eligibility characteristics apply to both initial accreditation and maintenance of accreditation.

### Eligibility Procedures with Interpretive Information

**A. An academic unit seeking accounting accreditation by AACSB International must have appropriate governmental authorization to offer degree-granting programs either on its own or through the college and/or university of which it is a part. These programs must prepare graduates for professional accounting careers in industry, public accounting, government, not-for-profit organizations or for an accounting academic career. The business college or school must already be accredited by AACSB International or must achieve business accreditation simultaneously.**

INTERPRETATION: Normally, to be considered for accounting accreditation, the accounting academic unit offers programs that result in the awarding of degrees at the bachelor's or graduate levels which upon completion fulfill regulatory, licensure, or certification requirements. AACSB International does not accredit accounting units that solely award two-year post secondary degrees (i.e., associate or foundation degrees).

**B. Accounting programs offered through the academic unit must be supported by continuing resources.**

INTERPRETATION: An accounting degree program without sufficient continuing resources does not meet this requirement. AACSB International accreditation does not require any particular administrative structure or practices; however, the structure must be judged appropriate to sustain excellence and continuous improvement in accounting

education within the context of a collegiate institution as described in the Preamble to these standards.

**C. All accounting programs offered by the academic unit at all locations will be reviewed simultaneously. Exceptions will be made to exclude programs as noted below.**

INTERPRETATION: In determining the "scope of accreditation" in regards to degree programs, the "institution" which is seeking to earn or maintain AACSB accreditation must be identified. Once the "institution" is defined, the scope of accreditation in regards to degree programs can be determined.

The institution is an organization through which business programs are authorized, resourced, and overseen. In some cases, business programs are offered through an academic unit (or units) that is part of a larger organization offering degree programs across many fields. In such cases, the business programs may be offered through a faculty, school, college, or department of business or management. Typically, such an academic unit is responsible and accountable to a senior academic officer and the entire organization has an administrative structure under the leadership of a chief executive officer (e.g., president, chancellor, rector, director general, etc.). In other cases, business degree programs are offered by an organization that in its entirety is the business academic unit and normally there are no programs offered outside of business and management fields, i.e., the academic unit and institution are one and the same. In between these two examples, AACSB recognizes there can be variations on the concept of an institution. In recognition of this, the first step in establishing the scope of accreditation is to reach agreement on the institution that is seeking to earn or maintain AACSB accreditation. Once the institution is identified and agree upon, the scope of AACSB's accreditation review in regards to degree programs can be established. The following outlines this process and expectations.

**Identification of the Institution**
AACSB assume the total "organization" as depicted in a formal and comprehensive organizational chart is the relevant "institution" for accreditation purposes. However, the applicant academic unit can request a review by the Accreditation Coordinating Committee (ACC) to obtain a determination of the "institution" for accreditation purposes that may differ from a formal organizational structure. The burden of proof rests with the applicant academic unit seeking or maintaining AACSB accreditation. Based on the evidence provided regarding each of the guidelines outlined below, ACC will determine the "institution" for accreditation purposes.

If the applicant seeks an exception to the formal organizational chart, the following steps should be followed:

Step 1. Does the applicant academic unit (faculty, school, college, department, etc.) depend on a larger organization for one of the following: authority to grant degrees in traditional business subjects; financial resources; human and physical resources; and/or management oversight? If the answer is no, the applicant is defined as the institution and it should proceed to address programmatic scope issues outlined in Step 3. If the answer

is yes, and the business academic unit is part of or "connected" to a larger organization, the relationships should be described by addressing the questions in Step 2.

Step 2: Describe the extent of interdependence between the applicant academic unit and the larger organization from which it obtains the authority to grant degrees, resources, and/or managerial oversight. The description should address the following areas (Note: The questions under each area are not intended to be exhaustive):

Financial relationship: Does the larger organization approve the budget (operating and capital) of the business applicant academic unit? Does the organization have control over a large portion of the funds available to the academic unit? Does the applicant academic unit subsidize the organization? Are the physical and financial assets "owned" by the applicant academic unit or the organization?

Services: Does the organization provide services (e.g., library, academic services, residence life, parking, maintenance of grounds and facilities, human resource management policies and services, information technology infrastructure, etc.) necessary to sustain the activities of the applicant academic unit? Are the costs of those services charged back to the applicant academic unit?

Autonomy: Must the applicant academic unit adhere to most of the policies and procedures of the larger organization? Is the applicant academic unit's strategic plan approved or otherwise constrained by the organization? Are key decisions of the applicant academic unit subject to approval by the organization? Describe any other significant attribute of the relationship. Does the larger organization appoint the head of the academic unit?

Brand dependence: Does the applicant academic unit rely heavily on the brand of the larger organization? Is the name of the larger organization important to the promotion and marketing of business program offered within the applicant academic unit? To what extent is the brand of the applicant academic unit differentiated from the organization's brand (and other academic units and programs) in the marketplace? Is there a geographic separation that contributes to unique brand identity for the academic unit separate from the larger organization? If so, please describe.

In light of the information on the above four factors, AACSB's Accreditation Coordinating Committee (ACC) will determine whether the academic unit may be taken as the "institution" to be accredited, or alternatively, whether the organization of which the academic unit is a part shall be the "institution" for accreditation purposes. The applicant must demonstrate that the level of independence is substantive. AACSB must be assured that there is clarity about what institution is seeking or holds AACSB accreditation and that external parties (prospective students, prospective faculty, employers, etc.) are not confused as to what is to be AACSB accredited and what is not.

Step 3: Based on the determination of the "institution," the final step is to determine the inclusion or exclusion of degree programs for purposes of an AACSB review. The institution may make a request to ACC to exclude certain degree programs. The determination of inclusion or exclusion of a program in the accreditation review will be

made well in advance of the on-site visit of the accreditation review and should follow the process outlined in the next section.

## DEFINING THE SCOPE OF ACCOUNTING ACCREDITATION

The accreditation unit is the academic unit. All accounting programs delivered by the academic unit will be reviewed simultaneously with one accreditation decision resulting from that review. The programs include, but are not limited to, the following:

1. Undergraduate programs with a major or equivalent in accounting,
2. Integrated 150-hour degree programs,
3. Masters of business administration programs with a concentration or major in accounting,
4. Masters level degree programs that have a significant involvement of accounting faculty and prepare students to serve the accounting profession, e.g., programs in financial reporting, assurance services, taxation, information systems, managerial accounting, governmental accounting, and internal auditing, and
5. Doctoral programs with a concentration in accounting.

All programs delivered by the academic unit are presumed to be included in the accreditation process if they include approximately 15 percent or more of the teaching for undergraduate programs or approximately 50 percent or more of the teaching for graduate programs to be in the study of the development, measurement, analysis, validation, and communication of financial and other information. The institution may make a request to the AACSB International Accreditation Coordinating Committee that certain programs be excluded. AACSB recognizes national systems, local contexts, and regulatory environments in which the institution operates may result in possible variations in regards to what are traditional business subjects. AACSB will consider the definition of those boundaries in the local context in which the applicant school operates. Such variations should be explained and documented. The Accreditation Coordinating Committee will rule on whether programs will be excluded based on the following criteria:

1. **Participation/Independence**. The level of participation of the academic unit in the development, delivery, and oversight of the program. If the accounting programs to be included in the accreditation review provide approximately 15 percent or more of an undergraduate program or approximately 50 percent or more of a graduate program, the program will be presumed to be an accounting program, and it will be included in the review. The academic unit may request the exclusion of a program exceeding those presumptive indicator limits, but the burden of persuasion falls to the reviewed academic unit.

2. **Branding/Distinctiveness**. The ability of students, faculty, and recruiters to clearly distinguish the excluded program from programs included in the accreditation review. For example, programs must be included in the review if they are accounting programs announced or advertised in catalogs, brochures, Web sites, or other materials in conjunction with programs that are included. Likewise, all programs whose published materials describe them along with the

included programs will be in the review. That is, to be excludable, programs must not be presented as part of the academic unit's programs either in the academic unit's materials or in materials from the program for which exclusion is requested.

To be excludable, programs must be clearly distinguishable from the included programs by title, by published descriptions, and in representations to potential students, faculty, and employers. The intent is to allow exclusion of programs that are separate from the included programs, but to avoid exclusion of programs when such exclusion would create confusion about which programs of the institution have achieved accreditation.

3. **Control/Autonomy**. The level of influence the faculty and administrators of included programs have over the program in such areas as program design; faculty hiring, development, and promotion; student selection and services; curriculum design; and awarding of degrees. When the leadership of included programs influences these features of a program, the program will be included. Programs offered on a separate campus, clearly distinct from programs offered in the academic unit, and having little participation and oversight from the accounting unit may be considered for exclusion by the Accreditation Coordinating Committee.

Programs in accounting delivered via telecommunications or other electronic means will be included in the review of the academic unit's programs. An academic unit that uses a variety of educational delivery systems at various locations must demonstrate comparable quality of its educational programs for all students. Accreditation standards must be met at all the various locations at which the included programs are delivered.

The definition of the scope of accounting accreditation will explicitly list each of the programs included in the review. An institution offering programs in accounting at multiple levels shall submit all such programs for review at the time of initial accreditation. All of those programs, and only those programs, will be considered accredited at the successful completion of a review. The outcome of the accreditation review will be one accreditation decision with regard to the designated set of programs. If an accredited academic unit initiates a new program in accounting it will be considered to be a part of the set of accredited programs, and it will be reviewed no later than the next occurring accreditation maintenance review.

**Some Clarifying Examples**

The review will include degree programs housed in other divisions of the university where the accounting faculty make a significant contribution to the instruction. These programs may have a different admissions criteria and administrative structures.

The review will include accounting degree programs delivered jointly through partnership agreements, franchised programs, exchange programs, etc., where there is any form of connotation of being an accounting degree program of the institution holding AACSB accreditation. The review will address mission appropriateness, students served,

student admission criteria, deployment of sufficient and qualified faculty by all partner institutions, and assurance of learning processes for the entire program including components delivered by partner or collaborating institutions. If the degree program resulting from collaborative agreements does not convey any connotation of being a degree program of the institution holding AACSB accreditation, it may be excluded from the accreditation review; however, the review should assess the impact (e.g., time and effort) on the resources (faculty, financial resources, facilities, etc.) of the accredited institution. A consortium might be treated as a separate entity for accreditation review if it operates relatively independently of the participating programs. To be accredited separately, the consortium must apply as, and qualify as, an independent entity. In such case, all partner institutions and coalition participants do not need to be AACSB accredited in accounting.

Certificate programs, foundation degrees, and associate degrees are not subject to accreditation. Only bachelors and graduate degree programs are accredited. However, the Peer Review Team should consider the impact of such programs on the resources available to the programs under accreditation review.

The accounting accreditation review will include all programs (and only those programs) defined by agreement between AACSB International and the institution before the accounting accreditation review takes place. The Accreditation Coordinating Committee must approve a specific list of all included programs before the accreditation review visit occurs. That list will constitute the definition of the scope for accreditation. AACSB International accounting accreditation will be designated only for programs on that list. This process (rather than elaborate regulations) defines the scope.

The participants who define the approved list of programs for accounting accreditation will be the institution's chief academic officer and the AACSB International Accreditation Coordinating Committee.

To assist in its planning and improvement activities, an institution may request a ruling from the Accreditation Coordinating Committee on an exclusion request at any time.

**Process that defines the accreditation scope:**

**Step 1. Submit the Programs List**

a. **Programs** - The host institution prepares an inclusive list of all the accounting programs delivered by the institution that satisfy the approximate 15 or 50 percent rule.
b. **Exclusions** - The host prepares another list of the accounting programs in the institution that the institution wishes to exclude, if any. Each desired exclusion must state the grounds for which the institution seeks exclusion.
c. **Submission** - The host institution submits the accounting programs list and the exclusions to AACSB International, Accreditation Services Coordinator, by Email attachments including in each attachment the host

institution name and contact information (name of primary person for contact along with that person's title, address, telephone number, fax number, and email address).

d. **Authentication** - The chief academic officer prepares and sends a statement to accompany the degree programs lists, verifying that the listed programs are all of the accounting programs of the institution.
e. **Support Materials (Optional)** - If the degree programs list is not verifiable on the institution's Web site, then the host sends AACSB International catalogues or other published materials that include information about the programs offered.

**Step 2. Review by Accreditation Committee**

a. **Verification** - The Accreditation Coordinating Committee will review the host institution's list of programs, in conjunction with catalogs, Web sites, or other material describing the institution's offerings.
b. **Consideration** - When necessary, the Accreditation Coordinating Committee confers with the institution regarding the inclusiveness of the provided list.

**Step 3. Consensus on the Scope of Accreditation Definition**

The institution and AACSB International Accreditation Coordinating Committee must agree on the programs list and exclusions before the accounting accreditation review occurs. The Accreditation Coordinating Committee is the final authority on the programs that will be included and excluded in the review of the institution. Normally, the process for determining accreditation scope will be completed no later than two years in advance of the Peer Review Team visit.

Before or during the visit the Peer Review Team may question an accounting program's exclusion or discover additional accounting programs that should have been considered. If that happens, the issue will be referred back to the Accreditation Coordinating Committee. A final decision on the review cannot be rendered until the list is finalized. Thus, the discovery of undisclosed accounting programs or the questioning of previously excluded accounting programs might delay the accreditation decision process.

AACSB International accounting accreditation adheres to the list of degree programs designated in the agreement previous to the accreditation review. Degree programs not named in the review are not a part of the AACSB International accounting accreditation. In the announcement of the accounting accreditation, AACSB International will provide to the institution's central administration the definitive list of programs included in the accounting accreditation review. AACSB International accounting accreditation pertains only to those degree programs included on the accredited list. AACSB International and the institution must clarify in all designations of accreditation that the accreditation is a property only of those degree programs included in the list of included programs. Guidelines will establish how institutions can announce their accounting accreditation and clarify to the public the boundaries of that accreditation.

Any new accounting programs begun at the institution will have sufficient resources to satisfy accounting accreditation standards and will result from strategic planning

processes of the school and the institution. AACSB International should be informed whenever new accounting degree programs are begun. New accounting programs in the institution will be placed on the list of accredited accounting programs of the institution until they have been reviewed. At each accounting accreditation maintenance review new programs begun since the most recent review must be highlighted, and "participants" and "assurance of learning" data must be provided for the review of such programs, or the institution must make a request for exclusion. AACSB International reserves the right to request a review of an accredited institution's programs at any time if questions arise concerning the maintenance of educational quality as defined by the standards.

**D. Consistent with its mission and its cultural context, the institution must demonstrate diversity in its accounting programs.**

INTERPRETATION: AACSB International reaffirms its commitment to the concept that diversity in people and ideas enhances the educational experience in every accounting program. At the same time, diversity on a global basis is a complex, culturally embedded concept rooted within historical and cultural traditions, legislative and regulatory concepts, economic conditions, ethnicity, gender, and opinion. As a condition of eligibility to pursue accounting accreditation (and for maintenance of accounting accreditation as well) the academic unit must first define and support the concept of diversity appropriate to its culture, historical traditions, and legal and regulatory environment. At a minimum, the academic unit must show that within this context its accounting programs include diverse viewpoints among participants and prepare graduates for accounting careers in the global context. Furthermore, the academic unit must show how it participates in the changing environment surrounding diversity within its area of influence and service. Accredited accounting programs must demonstrate commitment and actions in support of diversity in the educational experience.

The academic unit shows that it values a rich variety of viewpoints in its learning community by seeking and supporting diversity among its students and faculty in accord with its mission. Such diversity affords exposure to multiple frames of reference and opinions. The academic unit achieves a broad range of perspectives among students and faculty. The diversity inherent in the participants and their experiences expands the nature of dialogue in the academic unit.

Education and accounting practice indicate that exposure to a variety of viewpoints produces higher quality results. Learning experiences across the entire curriculum should foster sensitivity and flexibility toward cultural differences. For the benefit of all, active support of a number of perspectives is desirable. Every accounting graduate should be prepared to pursue an accounting career in a global context. That is, students should be exposed to cultural practices different than their own. The academic unit must document how it achieves diverse viewpoints among its participants and as a part of students' learning experiences.

Cultures have very different views of appropriate roles for individuals from various backgrounds. When changes occur in the definitions of what is appropriate, academic units have a significant role in the transition. One purpose of educational institutions may be to offer opportunity to traditionally under-served groups. Academic units should

carefully define in their missions the populations they serve, consider their role in fostering opportunity for under-served groups, and support high quality education by making every effort to diversify the participants in the educational process and to guarantee that a wide variety of perspectives is included in all activities.

**E. The accounting academic unit must establish expectations for ethical behavior by administrators, faculty, and students.**

INTERPRETATION: AACSB International believes that ethical behavior is paramount to the delivery of quality accounting education. Academic units are encouraged to develop "codes of conduct" to indicate the importance of proper behavior for administrators, faculty, and students in their professional and personal actions. Academic units also may foster ethical behavior through procedures such as disciplinary systems to manage inappropriate behavior and through honor codes. This criterion relates to the general procedures of an academic unit. In no instance will AACSB International become involved in the adjudication or review of individual cases of alleged misconduct, whether by administrators, faculty, staff, students, or the academic unit.

**F. All accounting programs under review must show evidence of continued viability.**

INTERPRETATION: Degree programs offered for review will be at various stages in their life cycles. Some for example, may be new and growing programs, while others may be experiencing declining enrollments.

In initial accreditations, for new degree programs to be eligible for accounting accreditation, they must have produced a sufficient number of graduates over at least a two-year period to provide evidence that stated objectives have been achieved and so that appropriate assessments may be made. What is a sufficient number will vary depending upon the program, the program's mission and various other factors. It is important, however, that there be sufficient numbers to populate the classes in the program so that students are exposed to the varying viewpoints and intellectual challenges necessary for learning.

To be eligible for maintenance of accounting accreditation, degree programs experiencing declining enrollments should provide evidence to indicate that, (1) there are plans for changing the program, if necessary, to attract students, (2) the declining enrollment is a result of a plan to achieve higher quality, and/or (3) there are other plans in place and action is being taken to address enrollment trends. As with new degree programs, there should be sufficient numbers of students so that there is evidence that stated objectives have been achieved and appropriate assessments may be made. What is a sufficient number will vary depending upon the degree program, the degree program's mission and various other factors. It is important, however, that there be sufficient numbers to populate the classes in the program so that students are exposed to the varying viewpoints and intellectual challenges necessary for learning.

## SECTION 2:
## STANDARDS FOR ACCOUNTING ACCREDITATION WITH INTERPRETIVE INFORMATION

### STRATEGIC MANAGEMENT

The academic unit[2] articulates its mission and objectives as a guide to its view of the future, planned evolution, infrastructure, and use of resources. The accreditation evaluation process is linked to the academic unit's mission.

Each academic unit faces choices as a result of a wide range of opportunities and resource limitations. The mission guides choices made regarding these alternatives.

The aspirations of individual academic units may create circumstances unforeseen in these more general statements. It is the Peer Review Team's responsibility to judge the reasonableness of any deviations from the standards.

Accounting programs must be in congruence with the business standards (numbered consecutively 1-30) as well as the accounting standards to earn AACSB International accounting accreditation. In addition, the strong relationship and integrative nature of the business and accounting standards is reinforced without duplicating the business standards in the accounting section except where there are special provisions that only apply to accounting programs. As such, in the strategic management section, the following business standards must be satisfied not only by the (business) school as a whole, but also by the (accounting) academic unit:

> Standard 4: The school specifies action items that represent high priority continuous improvement efforts. [CONTINUOUS IMPROVEMENT OBJECTIVES]
>
> Standard 5: The school has financial strategies to provide resources appropriate to, and sufficient for, achieving its mission and action items. [FINANCIAL STRATEGIES]

In addition, the following accounting accreditation standards must be satisfied:

**Standard 31: The academic unit has a published mission statement that:**

- **Is based on the role the accounting discipline and profession play in society;**
- **Includes the production of intellectual contributions that advance the knowledge and practice of accounting through discipline-based scholarship, contributions to practice, and learning and pedagogical research; and**

[2] See the definition of "academic unit" in the Preamble to the standards. The academic unit may be a single entity that administers all the accounting programs included in the accounting accreditation review. Accordingly, a single mission or multiple missions may be required to state the institution's intentions for its accounting programs. Each included program should operate within the guidance of the mission of its administrative entity.

- **States whether or not each program is intended to meet applicable professional requirements.**

**[ACCOUNTING MISSION STATEMENT - Related Business Standards: 1, 2, 3]**

**Basis for Judgment:**

- The academic unit lives by its mission statement. The mission provides program direction that connects participants' actions and provides a common basis for learning.
- The academic unit demonstrates that its mission statement derives from processes that include input from its stakeholders.
- The mission statement is widely disseminated to interested parties.
- The academic unit demonstrates that it periodically evaluates the appropriateness of its mission.
- The mission statement encourages learning experiences appropriate for collegiate accounting students and that positively affect their development as professionals and managers.
- The mission statement includes a description of the accounting unit's emphases regarding intellectual contributions of faculty members.
- The portfolio of intellectual contributions reflects the mission and includes contributions from a substantial cross-section of the faculty in the academic unit.
- The academic unit has infrastructure and processes that facilitate and encourage the production of intellectual contributions.
- If the portfolio of intellectual contributions relies on the outputs of faculty members who have primary faculty appointments with other institutions, the school must provide documentation of how its relationship with the individual faculty member and the other institution contributes to the success of the school, supports its mission, and in particular, its portfolio of intellectual contributions.
- The mission statement of the academic unit supports the mission of any larger school and/or institution of which it is a part.
- The academic unit specifies student stakeholders who are appropriate for collegiate education in accounting and who are consonant with other provisions of the mission statement.
- The objectives for each accounting degree program include an expectation of high quality.
- The academic unit addresses the specific professional requirements each accounting degree program meets.

**Guidance for Documentation:**

- Provide the mission statement.
- Describe how the mission statement influences decision-making in the academic unit, connects participants' actions, and provides a common basis for learning.
- Describe the process through which the mission was developed and the role played by various stakeholders.
- Describe how and to whom the mission statement is disseminated.

- Describe the review and revision process, and show that the process is followed.
- Describe the appropriateness of the mission statement for collegiate accounting students, and discuss how it positively affects their development as managers and professionals.
- Show how the mission statement guides the production of appropriate intellectual contributions.
- Demonstrate the school's infrastructure, policies, and processes which support the production of intellectual contributions.
- Display the portfolio of intellectual contributions for individual faculty members, within each discipline, and for the business school as a whole by completing Table 31-1 which should be used to provide an overall 5-year summary of the school's intellectual contributions. Discuss how this aligns with the school's mission. Table 31-2 may be provided.
- Provide an analysis of the value of the school's intellectual contribution efforts and how the "substantial cross-section of faculty in each discipline" is achieved.
- Discuss the mission statement's relation to the mission of any larger school and/or institution of which it is a part.
- Indicate by program the intended stakeholders and the actual composition of the student bodies.
- Acknowledge the balance within the mission between the academic unit's role of serving as service department within the school and serving as an accounting degree program.
- Indicate for each accounting degree program how it meets professional requirements if applicable.

Research and scholarship in the form of intellectual contributions are essential for a business school to:

- Contribute to the advancement of knowledge of management theory, practice, and/or learning/pedagogy;
- Ensure intellectual vibrancy across and among faculty members contributing to the currency and relevancy of management education programs; and
- Ensure the business school contributes and is an integral part of an academic community of scholars across all disciplines within an institution and in a larger context.

**Portfolio of Intellectual Contributions**

A generalized categorization of intellectual contributions includes contributions to learning and pedagogical research, contributions to practice, and discipline-based research. Institutions customize these contributions, indicate their relative importance, and add additional responsibilities in their mission statements. The portfolio of faculty contributions must fit with the prioritized mix of activities as stated in the mission statement and demanded by the degree programs and other activities supported by the school. While not every faculty member must contribute in each of the three categories, the aggregate faculty must provide sufficient development in the past five years. The

school's mission determines the appropriate balance of activity among the three types of contributions. The portfolio of contributions should reflect this balance.

The school's mission or supporting materials, including stated policies, should clearly indicate the nature and focus of the intellectual contributions that are expected from its faculty. Three types of intellectual contributions are described below and the actual portfolio may include all three types; however, the school's mission and array of degree programs should influence the school's policies and the mix of actual intellectual contributions that are produced:

- Learning and pedagogical research contributions influence teaching-learning activities of the school. Preparation of new materials for use in courses, creation of teaching aids, and research on pedagogy all qualify as Learning and Pedagogical research contributions.
- Contributions to practice (often referred to as applied research) influence professional practices in the faculty member's field. Articles in practice-oriented journals, creation and delivery of executive education courses, development of discipline based practice tools, and published reports on consulting all qualify as Contributions to Practice.
- Discipline-based scholarship (often referred to as basic research) contributions add to the theory and knowledge base of the faculty member's field. Published research results and theoretical innovation qualify as Discipline-based Scholarship contributions.

The three forms of intellectual contributions outlined above (learning and pedagogical research, contributions to practice, and discipline-based scholarship) are not intended to narrow the scope of the research mission of a business school. Many of the major issues that are the subject of faculty inquiry and subsequent intellectual contributions require cross-disciplinary approaches and perspectives. Intellectual contributions that are cross-disciplinary in scope are appropriate outcomes for faculty scholarly activity and are consistent with the spirit and intent of this standard.

Schools should have clear policies that state expectations to guide faculty in the successful production of a portfolio of intellectual contributions that is consistent with the school's mission and ensures that a "substantial cross-section of the faculty in each discipline" is producing intellectual contributions. Generally, intellectual contributions should meet two tests:

- Exist in public written form, and
- Have been subject to scrutiny by academic peers or practitioners prior to publication.

The policies that guide the development of intellectual contributions should be clear as to:

- The expected targets or outcomes of the activity;

- The priority and value of different forms of intellectual contributions consistent with the school's mission and strategic management processes;
- Clear expectations regarding the quality of intellectual contributions and how quality is assured (e.g. specific target journals and outlets, selectivity requirements, etc);
- The quantity and frequency of outcomes expected over the AACSB review period; and
- Guidance to ensure that intellectual contributions reported to AACSB include peer reviewed discipline-based scholarship, contributions to practice, and/or learning and pedagogical research and are produced by a substantial cross-section of the faculty in each discipline consistent with the accounting program's mission. The portfolio of intellectual contributions is expected to include a significant proportion of peer reviewed journal articles and/or scholarly books, research monographs, or sections/chapters of such publications that are also subject to a peer review process described below.

Peer review is defined as a process of independent review prior to publication of a faculty member's work by an editorial board/committee widely acknowledged as possessing expertise in the field. The peer review should be independent; provide for critical but constructive feedback; demonstrate a mastery and expertise of the subject matter; and be undertaken through a transparent process notwithstanding that the individuals involved may be anonymous. Such a review ensures the work is subjected to the expected "scrutiny by academic peers or practitioners prior to publication." Peer review is one important way in which the individual and institution can demonstrate overall quality of intellectual contributions.

The portfolio of intellectual contributions should reflect the mission of the accounting program. The relative emphasis on the different forms of intellectual contributions (discipline-based scholarship, contributions to practice, and/or learning and pedagogical research) will also vary with the array and level of degree programs offered.

Examples of outcomes can include, but are not limited to:

- Peer reviewed journal articles (academic, professional, and pedagogical)
- Research monographs
- Scholarly books
- Chapters in scholarly books
- Textbooks
- Proceedings from scholarly meetings
- Papers presented at academic or professional meetings
- Faculty research seminars
- Publications in trade journals
- Book reviews
- Published cases with instructional materials
- Technical reports related to funded research projects
- Instructional software

- Publicly available materials describing the design and implementation of new curricula or courses
- Non-peer reviewed intellectual contributions for which the school can provide substantive support for quality

Over time, the policies should be subject to review and demonstrate a commitment to continuous improvement.

**Standard 32: The mission reflects the academic unit's commitment to be responsive and adequately serve its stakeholders. [ACCOUNTING STAKEHOLDER RESPONSIVENESS – Related Business Standard: None]**

**Basis for Judgment:**

- The mission development process includes adequate input from the stakeholders which employ the academic unit's students concerning critical issues such as adequate supply of graduates, quality of graduates, diversity of graduates, licensure eligibility, etc.
- The current curriculum content reflects adequate content on the topics required by the stakeholders.
- The academic unit has processes in place to adjust the curriculum when changes within the stakeholder environment occur.

**Guidance for documentation**

- Describe the input or input process such stakeholders provide with regard to the mission and curriculum.
- Provide current documentation on any relevant licensure requirements, such as number of hours required, specific courses or course content, or other requirements for licensure eligibility.
- Provide information on the current level of stakeholder demand for graduates who meet licensure eligibility.
- Provide information on current students and/or alumni who have successfully met the licensure requirements.
- Describe and document the response to stakeholder input concerning critical issues such as adequate supply of graduates, quality of graduates, diversity of graduates, licensure eligibility, etc.

# Table 31-1:
## Five-Year Summary of Intellectual Contributions

**(Note: Please add a footnote to this table summarizing the school's policies guiding faculty in the production of intellectual contributions.)**

| Faculty | Portfolio of Intellectual Contributions | | | | | | | | | Summary of Types of ICs[10] | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Peer Reviewed Journals [1] | Research Monographs [2] | Books [3] | Chapters [4] | Peer Reviewed Proceedings [5] | Peer Reviewed Paper Presentations [6] | Faculty Research Seminars [7] | Non-Peer Reviewed Journals [8] | Others [9] | Learning & Pedagogical Research | Contributions to Practice | Discipline-Based Research |
| List alphabetically by academic discipline as defined in the organizational structure that is used by the school identifying each faculty member | | | | | | | | | | | | |
| | | | | | | | | | | | | |
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1. Peer reviewed journal articles (learning and pedagogical research, contributions to practice, and/or discipline-based scholarship)
2. Research Monographs (teaching/pedagogical, practice/applied and /or discipline-based research)
3. Books (textbooks, professional/practice/trade, and/or scholarly)
4. Chapters in books (textbooks, professional/practice/trade, and/or scholarly)
5. Peer reviewed proceedings from teaching/pedagogical meetings, professional/practice meetings, and/or scholarly meetings
6. Peer reviewed paper presentations at teaching/pedagogical meetings, professional/practical meetings, and/or academic meetings
7. Faculty research seminars (teaching/pedagogical, practice oriented, and/or discipline-based research seminar)
8. Non-peer reviewed journals (learning and pedagogical, contributions to practice, and/or discipline-based scholarship). School must provide substantive support for quality
9. Others (peer reviewed cases with instructional materials, instructional software, publicly available material describing the design and implementation of new curricula or courses, technical reports related to funded projects, publicly available research working papers, etc. please specify)
10. Summary of ICs should reflect total number of ICs in each category (learning and pedagogical research, contributions to practice, and/or discipline-based scholarship

# Table 31-2:
# Five-Year Summary of Peer Reviewed Journals and Number of Publications in Each (Optional)

Based on the information and data from Tables 31-1, provide a summary of peer reviewed journals (by name) and the number or articles appearing in each.

| Peer Reviewed Journals | Number of Articles |
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## ACCOUNTING PARTICIPANTS – STUDENTS AND FACULTY

A direct link exists between an academic unit's mission, the characteristics of the students served by the accounting programs, the composition and qualifications of the faculty members providing the accounting programs, and the overall quality of the academic unit. Therefore, these accounting standards focus on maintaining a mix of both student and faculty participants that achieve high quality in the activities that support the academic unit's mission. For the purpose of these accounting standards "faculty" refers to all instructional-related faculty members, including tenured, non-tenured, full-time, part-time, clinical, etc., as appropriate.

Learning by students as they prepare for accounting careers is strongly dependent on the quality of instruction offered to them. Faculty members and administrators share responsibility for ensuring instructional quality through continuous improvement and innovation. As they implement this responsibility, faculty members, administrators, and staff continue their own learning. As accounting participants in the learning enterprise, students also are responsible to take an active role in their learning experiences. Passive learning should not be the sole, primary, model for collegiate accounting education.

The aspirations of individual accounting programs may create circumstances unforeseen in these more general statements. It is the responsibility of the Peer Review Team and the Accounting Accreditation Committee to judge the reasonableness of any deviations from interpretations of the accounting standards.

**Intent of Accounting Participants Standards**

Accounting participants standards substantiate the characteristics, interactions, and utilization of the human resources that constitute the learning community of the academic unit. Participants and their interactions are at the center of much of what defines quality for higher education in accounting. Therefore, seeing that the proper processes are in place to secure and manage participant resources constitutes a key evaluation in assessing educational quality. The participants in an accounting degree program (students, faculty members, staff, and administrators) are all part of a learning community playing out interacting roles in the educational process. This is true in traditional educational arrangements with face-to-face interactions on an institutional campus, and is equally true in more recent, technology-mediated education where some, or all, of the interactions take place electronically. All of the participants are co-producers of learning.

These accounting participants standards assess quality in the educational process regardless of the variety of:

- Pedagogy or communication technologies utilized.
- Contractual arrangements of participants in the institution.
- Methods of dividing the components of the educational tasks among faculty members and staff.

Reviewers must make essential judgments concerning whether the intellectual resources among the accounting participants reach the level required for quality higher accounting education, whether the processes that manage accounting participant resources honor the

academic unit's mission, and whether quality is maintained in implementation of the academic unit's accounting programs. Where academic units use nontraditional resources for faculty or arrange interactions in nontraditional ways, the burden is on the academic unit to demonstrate that it maintains educational quality.

**Individual Standards**
Each of the accounting standards states expectations for features or behaviors of the accounting participants assumed essential to the delivery of quality higher education in accounting.

Accounting programs must be in congruence with the business standards (numbered consecutively 1-30) as well as the accounting standards to earn AACSB International accounting accreditation. In addition, the strong relationship and integrative nature of the business and accounting standards is reinforced without duplicating the business standards in the accounting section except where there are special provisions that only apply to accounting programs. As such, in the accounting participants section, the following Business Standards must be satisfied not only by the (business) school as a whole, but also by the (accounting) academic unit:

> Standard 6: The policies for admission to business degree programs offered by the school are clear and consistent with the school's mission. [STUDENT ADMISSION]
>
> Standard 7: The school has academic standards and retention practices that produce high quality graduates. The academic standards and retention practices are consistent with the school's mission. [STUDENT RETENTION]
>
> Standard 8: The school maintains a staff sufficient to provide stability and ongoing quality improvement for student support activities. Student support activities reflect the school's mission and programs and the students' characteristics. [STAFF SUFFICIENCY – STUDENT SUPPORT]
>
> Standard 9: The school maintains a faculty sufficient to provide stability and ongoing quality improvement for the instructional programs offered. The deployment of faculty resources reflects the mission and programs. Students in all programs, majors, areas of emphasis, and locations have the opportunity to receive instruction from appropriately qualified faculty. [FACULTY SUFFICIENCY]
>
> Standard 10: The faculty of the school has, and maintains expertise to accomplish the mission and to ensure this occurs, the school has clearly defined processes to evaluate individual faculty member's contributions to the school's mission. The school specifies for both academically qualified and professionally qualified faculty, the required initial qualifications of faculty (original academic preparation and/or professional experience) as well as requirements for maintaining faculty competence (intellectual contributions, professional development, or practice). [FACULTY QUALIFICATIONS]

Standard 11: The school has well-documented and communicated processes in place to manage and support faculty members over the progression of their careers consistent with the school's mission. These include:

- Determining appropriate teaching assignments, intellectual expectations, and other components of the faculty member's professional responsibilities to the school.
- Providing staff and other mechanisms to support faculty in meeting the expectations the school holds for them on all mission-related activities.
- Providing orientation, guidance and mentoring.
- Undertaking formal periodic review, promotion, and reward processes.
- Maintaining overall plans for faculty resources.

[FACULTY MANAGEMENT AND SUPPORT]

Standard 12: The business school's faculty in aggregate, its faculty subunits, and individual faculty, administrators, and staff share responsibility to:

- Ensure adequate time is devoted to learning activities for all faculty members and students.
- Ensure adequate student-faculty contact across the learning experiences.
- Set high expectations for academic achievement and provide leadership toward those expectations.
- Evaluate instructional effectiveness and overall student achievement.
- Continuously improve instructional programs.
- Innovate in instructional processes.

[AGGREGATE FACULTY AND STAFF EDUCATIONAL RESPONSIBILITY]

Standard 13: Individual teaching faculty members:

- Operate with integrity in their dealings with students and colleagues.
- Keep their own knowledge current with the continuing development of their teaching disciplines.
- Actively involve students in the learning process.
- Encourage collaboration and cooperation among participants.
- Ensure frequent, prompt feedback on student performance.

[INDIVIDUAL FACULTY EDUCATIONAL RESPONSIBILITY]

Standard 14: Individual Students:

- Operate with integrity in their dealings with faculty and other students.

- Engage the learning materials with appropriate attention and dedication.
- Maintain their engagement when challenged by difficult learning activities.
- Contribute to the learning of others.
- Perform to standards set by the faculty.

[STUDENT EDUCATIONAL RESPONSIBILITY]

In addition, the following accounting accreditation standards must be satisfied:

**Standard 33: Each accounting program demonstrates its success in the following areas with regard to the particular market(s) the program serves:**

- **Placement of students within three months of graduation**
- **Career success of graduates at an appropriate later time (e.g., 5 or 10 years)**

**[ACCOUNTING STUDENT PLACEMENT – Related Business Standard: None]**

**Basis for Judgment:**

- Students receive assistance in making career decisions and in seeking employment to follow completion of their degree programs.
- A systematic plan exists that clearly identifies and promotes services available to students for career advisement and student placement in each accounting degree program (reference information distributed to students via various media and/or internal documents).

**Guidance for Documentation:**

- Discuss for each accounting degree program the effectiveness of the above-described services in accomplishing the school's mission and in achieving quality and continuous improvement.
- Provide statistics on the percentage of students placed within three months of graduation for each academic degree program and information regarding types of placements (e.g., job descriptions, employing firms or institutions).
- Provide statistics on the career success of graduates at appropriate subsequent dates obtained through employer surveys, graduates' surveys or other methods.

**Standard 34: The academic unit faculty, as a whole, includes a sufficient number of individuals with professional accounting credentials, qualifications, or certifications to be consistent with the academic unit's mission, each program's educational objectives, and with each individual's teaching and research responsibilities.**
**[ACCOUNTING FACULTY PROFESSIONAL CREDENTIALS, QUALIFICATIONS, OR CERTIFICATIONS – Related Business Standard: None]**

**Basis for Judgment:**

- The faculty is sufficient in numbers to perform or oversee the following functions: curriculum development, course development, course delivery, and other activities that support the instructional goals of the school.
- In determining sufficiency, reviewers should consider faculty commitments to all activities, including research, instructional development, non-degree education, faculty development activities, community service, institutional service, service to academic organizations, economic development, organizational consulting, and other expectations.
- In countries where professional qualification is achieved by examination and practice, the academic unit faculty must include a sufficient number of individuals who achieve and maintain professional qualification.
- Where professional qualifications are established by other than examination and practice, the nature of the qualifying activity is clearly explained.

**Guidance for Documentation:**

- Describe the faculty complement available to fulfill the school's mission and all instructional programs they staff.
- Demonstrate how faculty members and staff fulfill the functions of curriculum development, course development, course delivery, academic assistance, academic advising, career advising, and other activities that support the school's mission.
- Show the teaching methods delivered by the participating faculty members for each academic program.
- Describe the type and currency of each faculty members' professional qualifications, whether by certification or otherwise.
- Explain for each faculty member whose professional qualifications are not established that person's specific workload assignment.

**Standard 35: The accounting faculty, as a whole, is actively involved in making intellectual contributions in the areas of discipline-based scholarship, contributions to practice, and learning and pedagogical research, consistent with the academic unit's mission. The academic unit has a clearly defined process to evaluate individual faculty member's contributions to the unit's mission. [ACCOUNTING FACULTY INTELLECTUAL CONTRIBUTIONS – Related Business Standards: 2 and 10]**

**Basis for Judgment:**

- A substantial cross-section of the faculty maintains capabilities through intellectual contributions in discipline-based scholarship, contributions to practice, and learning and pedagogical research in any five-year period. [See Accounting Standard 31 for definitions.] Contributions should not be exclusively or predominately in learning and pedagogical research.

- The academic unit has established the mutual, integrated importance of basic scholarship, applied scholarship, and the scholarship of teaching and learning in support of its mission and objectives.
- The types of intellectual contributions and the role of each individual faculty member have been identified and are the basis for the evaluation of faculty performance.

**Guidance for Documentation:**

- Provide a summary of the intellectual contributions of each accounting faculty member for the previous five-year period.
- Provide a current plan for future contributions for each accounting faculty member.
- Provide an overall evaluation of the academic unit's intellectual contributions, in conjunction with the unit's mission, with specific steps planned to strengthen the performance of those faculty members who have not met expectations in the previous five-year period.

**Standard 36: All academic unit faculty demonstrate sufficient ongoing professional interaction to support their role in achieving the academic unit's mission and each program's educational objectives. In addition, the accounting faculty, as a whole, maintains a portfolio of relevant practical experience in business and accounting consistent with the academic unit's mission and each program's educational objectives. [ACCOUNTING FACULTY PROFESSIONAL INTERACTION AND EXPERIENCE– Related Business Standard: None]**

**Basis for Judgment:**

- The faculty has a portfolio of recent professional interaction and relevant practical experience in business and accounting consistent with the academic unit's mission.
- The relationship of the faculty's professional interaction and practical experience with their teaching and research assignments is established and documented.
- Professional interactions include, but are not limited to, professional organization activities, attendance at continuing professional education programs, and personal meetings with practicing professionals.
- Recent practical experience for faculty may include, but are not limited to: work in public accounting, private industry, government, and not-for-profit organizations; developing and presenting continuing professional education activities; field-based research; internships; consulting engagements; significant participation in business and/or accounting professional associations; service on committees and/or boards of business and/or accounting professional associations or licensing agencies; participation in professional events that focus on the practice of accounting and related issues; and other activities that place faculty in direct contact with accounting practitioners.

- To be relevant, experiences should relate to the faculty's teaching areas and be sufficiently recent to provide insights into issues related to current practice.
- There exists a comprehensive planning process that assures the professional interaction and relevant practical experience of the faculty are consistent with the academic unit's mission and each program's educational objectives.

**Guidance for Documentation:**

- Provide a detailed record of the professional interaction and practical experience of the faculty, including the nature of work assignments.
- Explain the role of professional interaction and practical experience in the evaluation of each faculty member.
- Provide detail of the comprehensive planning process for faculty in place that assures the professional interaction and relevant practical experience of the faculty are consistent with the academic unit's mission and each program's educational objectives.

## ASSURANCE OF LEARNING FOR ACCOUNTING PROGRAMS

Accounting accreditation seeks to encourage the development of broad variety of high quality accounting programs. This variety is reflected in the missions that drive accounting programs. Breadth is encouraged by defining learning goals outside of the accounting discipline and program customization is facilitated by the flexibility specified in the accounting and business curriculum requirements. Accounting faculty in different institutions are expected to develop alternative approaches for meeting and assuring educational objectives and delivery of overall high quality.

Student learning is both the purpose and central activity of accounting programs. Definition of learning expectations and assurance that graduates achieve them are key features of any accounting program. The learning expectations derive from a balance of internal and external demands for and constraints on educational goals. Members of the practice community, faculty, and students each contribute valuable perspectives on the needs of graduates.

The aspirations of individual programs may create circumstances unforeseen in these more general statements. One of the Peer Review Team's responsibilities is to work with the Accounting Accreditation Committee to judge the reasonableness of any deviations from the standards. Additional guidance for the application of these standards is given in the implementation guidance for assurance of learning for accounting programs.

As student learning is essential to the achievement of learning goals in accounting programs, the Peer Review Team must understand the extent of student participation in the academic experience to produce high quality graduates and to ensure appropriate accreditation decisions. These standards recognize that in the global context, there are multiple systems of measurement that can indicate the level of student participation that is required for any given accounting degree program and there are a number of

alternatives to the traditional classroom setting. Therefore, this section offers guidance on how to document the extent of student participation in an accounting degree program.

Standards 39, 40, 41, and 42 specify a general framework for student participation at different degree levels. The measurement system for documenting student participation is flexible and may include Semester Credit Hour (SCH) or Student Engagement Hours (SEH)[3].

An accredited accounting program should demonstrate that its students devote an appropriate amount of time to meeting the learning goals specified for each degree program via one of these measurement systems. Schools should select one of the following methods in measuring student participation in the learning process.

**Semester Credit Hours (SCH)**
SCH is commonly used to measure the amount of credit a student receives for successfully completing an individual course, and SCHs are aggregated for purpose of determining when overall degree requirements have been met. For purposes of these standards, one SCH is assumed to represent 11 contact hours[4] (i.e., a 3 semester hour course is assumed to represent 33 contact sixty-minute periods). Schools that measure student participation in terms of SCH are expected, though not required, to use SCHs as the basis for measuring student participation in demonstrating congruence with these standards.

**Student Engagement Hours (SEH)**
SEH is an alternative for schools that do not measure student participation in terms of SCH. In these standards, expectations are stated in terms of both SCH and SEH. To enable faculty, program leaders and Peer-Review Team members in applying these standards to a variety of program structures the following guidance is offered:

**For Undergraduate Accounting Programs:**

1 semester hour = 11 contact hours = 33 hours of student engagement

**For Graduate Accounting Programs:**

1 semester hour = 11 contact hours = 44 hours of student engagement

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[3] A Student Engagement Hour (SEH) is defined as 60 minutes spent by an average student in one or any combination of the following activities:

- In class (this could be in a traditional classroom or via a distance learning delivery system)
- In a formal tutorial
- In practice activities that are appropriate for academic credit
- In testing, measurement, or assessment
- In individual or group preparation for the above

[4] A contact hour is defined as 60 minutes spent by an average student in one or any combination of the following activities:

- In class (this could be in a traditional classroom or via a distance learning delivery system)
- In a formal tutorial
- In practice activities that are appropriate for academic credit
- In testing, measurement, or assessment

**Scheduling Guidance**
While class work may be focused to shorten the calendar period over which a topic is studied, the schedule must allow for the appropriate level of student participation and learning. A course of study that is based on the *minimum contact time* only does not meet accreditation requirements. For example, to offer a three semester credit hour course in one calendar week does not allow sufficient time for an appropriate level of student participation. A three semester credit hour course equates to 99 student engagement hours or approximately 20 hours per day (5-day week) or 14 hours per day (7-day week), neither of which is reasonable.
Accounting programs must be in congruence with the business standards (numbered consecutively 1-30) as well as the accounting standards to earn AACSB International accounting accreditation. In addition, the strong relationship and integrative nature of the business and accounting standards is reinforced without duplicating the business standards in the accounting section except where there are special provisions that only apply to accounting programs. As such, in the assurance of learning for accounting programs section, the following Business Standard must be satisfied not only by the (business) school as a whole, but also by the (accounting) academic unit:

> Standard 16: Bachelor's or undergraduate level degree: Knowledge and skills. Adapting expectations to the school's mission and cultural circumstances, the school specifies learning goals and demonstrates achievement of learning goals for key general, management-specific, and/or appropriate discipline-specific knowledge and skills that its students achieve in each undergraduate degree program. [UNDERGRADUATE LEARNING GOALS]

In addition, the following accounting accreditation standards must be satisfied:

**Standard 37: The accounting curriculum stems from the roles assumed by accountants in society of providing financial and other information and ensuring its integrity. For each accounting program, learning goals must be established consistent with the mission statement. Each accounting program incorporates appropriate learning activities to ensure meeting the goals set for the program derived from the input of key stakeholders. The learning outcomes for accounting include, but are not limited to, developing, measuring, analyzing, validating, and communicating financial and other information and ensuring its integrity.**

**Normally, the curriculum management process will result in degree programs that include learning experiences in:**

- **The roles played by accountants in society providing and ensuring the integrity of financial and other information;**
- **The ethical and regulatory environment for accountants;**
- **Business processes and analysis;**
- **Internal controls and security;**
- **Risk assessment and assurance for financial and non-financial reporting;**
- **Recording, analysis, and interpretation of historical and prospective financial and non-financial information;**

- **Project and engagement management;**
- **Design and application of technology to financial and non-financial information management;**
- **Tax policy, strategy, and compliance for individuals and enterprises;**
- **International accounting issues and practices including roles and responsibilities played by accountants within a global context.**

**[ACCOUNTING EDUCATION GOALS – Related Business Standard: 15]**

**Basis for Judgment:**

- In addition to Business Standard: 15, the above requirements are met by all accounting programs.
- Evidence of recent curriculum development, review, or revision demonstrates the effectiveness of curriculum management.
- Resulting curricula include an appropriate set of learning experiences to prepare graduates for careers in accounting.

**Guidance for Documentation:**

- Document curriculum management and continuous improvement processes and results.
- Provide curriculum descriptions for all accounting degree programs.
- Show how learning experiences meet the requirements in the standard.

**Standard 38: Where there is a formalized practice of accounting, and when a school's mission indicates that it aspires to have its graduates enter the profession, graduates meet the entry requirements of the accounting profession.**
**[ACCOUNTING ENTRY GOALS – Related Business Standard: None]**

**Basis for judgment:**

- All curriculum requirements for entry are included in the institution's learning objectives.
- Program graduates show a history of successful entry into the formalized practice of accounting.
- Where multiple entry requirements may apply, institutions may select one or more sets to meet. However, where choice exists, selections should be clear to students, employers, and other interested parties.

**Guidance for documentation:**

- Specify the entry requirements that are relevant.[5]
- Show the learning goals that meet the entry requirements.
- Show that graduates meet all these learning goals.

[5] In addition to entrance requirements included in laws and regulations, academic units may reference other information including competency frameworks or content lists provided by other accounting professional organizations.

- Show that graduates are successful in entering the profession.

## Undergraduate Accounting Programs

**Standard 39: The undergraduate accounting degree program includes learning objectives focused on the development, measurement, analysis, validation, and communication of financial and other information. The amount of student participation devoted to these topics is appropriate for the program's mission and meets the effort generally required for majors in the school or at the university. [ACCOUNTING UNDERGRADUATE EDUCATION GOALS – Related Business Standard: None]**

**Basis for judgment:**

- The student participation described in this standard is appropriately scheduled (see guidance in the implementation guidance for assurance of learning for accounting programs).
- Learning activities dealing with the defining elements of accounting are considered part of the discipline, even if they are not officially designated as "accounting" activities.
- Learning goals are specified and assessed for general knowledge and skill areas, management-specific knowledge and skill areas, and accounting knowledge and skill areas.
- For undergraduate programs, a minimum of 21 semester credit hours (or equivalent student engagement) including up to 6 semester credit hours (or equivalent student engagement) in introductory accounting are designed to achieve learning objectives in accounting.

**Guidance for documentation:**

- Show the learning objectives that meet this standard.
- Discuss the adequacy of the required student effort.
- Provide information on major requirements in other fields.

**Standard 40: The undergraduate accounting degree program includes learning objectives outside of the accounting discipline that focus on developing student capacities essential to a broad education. [ACCOUNTING UNDERGRADUATE EDUCATION GOALS – Related Business Standards: 15 and 17]**

**Basis for judgment:**

- This standard covers both general knowledge and skills, as well as, non-accounting business education.
- The student participation described in this standard is appropriately scheduled (see guidance in the implementation guidance for assurance of learning for accounting programs).

- Essential capacities should reflect those that are required of a broadly educated individual. Unless a significant case can be made to the contrary, essential capacities should include communication, ability to deal with diversity and critical thinking.
- Hours of student participation in undergraduate level work may be accepted if they are completed in secondary education programs. These would include, but not be limited to "advanced placement" courses, "A levels" or other participation that is generally accepted or otherwise validated to be at an appropriate level of achievement.
- The accounting program is responsible for the quality of learning counted toward program completion regardless of how or where it takes place.
- A minimum of 90 semester credit hours (or equivalent student engagement) is directed toward these objectives.

**Guidance for documentation:**

- Define the broad learning objectives for the undergraduate degree program.
- Demonstrate that graduates achieve all of the broad learning objectives.
- Demonstrate that graduates have been exposed to global and diverse learning experiences.
- Explain how the program meets the hours of student participation.

## Masters Accounting Programs

**Standard 41: MBA programs with a concentration in accounting include learning objectives focused on the development, measurement, analysis, validation, and communication of financial and other information. Participation presupposes the base of general knowledge and skills appropriate to an undergraduate degree. Learning is developed in a more integrative, intensive fashion than undergraduate education. Graduates demonstrate an expanded understanding of the professional responsibilities, the ethical standards of the accounting profession, and the strategic role of accounting in business organizations and society. The content and number of semester credit hours (or equivalent student engagement) is appropriate for the program's mission. [ACCOUNTING CONCENTRATION MASTERS EDUCATIONAL GOALS – Related Business Standards: 18 and 20]**

**Basis for judgment:**

- Normally all masters degree programs included in the accounting program must include a minimum of 30 semester credit hours (or equivalent student engagement) beyond the undergraduate program, of which a minimum of 21 semester credit hours (or equivalent student engagement) or 70% (whichever is greater) should be in courses reserved for graduate students.
- Learning activities dealing with the defining areas of accounting are considered part of the discipline, even if they are not officially designated as "accounting" activities.

- Learning goals including accounting knowledge and skills areas are specified and assessed as appropriate for MBA programs with accounting concentrations.
- If applicable, show how the learning objectives in accounting for the MBA (accounting concentration) program differ from the learning objectives of the undergraduate and Masters in Accounting programs.

**Guidance for documentation:**

- State the learning objectives that meet this standard.
- Show the learning objectives that meet these goals.
- Quantify the student participation required according to the local measurement system related to the development, measurement, analysis, validation, and communication of financial and other information.

**Standard 42: Masters in Accounting programs and other specialized Masters programs in accounting (e.g. Masters of Taxation programs) include learning objectives focused on the development, measurement, analysis, validation, and communication of financial and other information. Participation in a masters level degree program in Accounting presupposes the base of general knowledge and skills appropriate to an undergraduate degree. Learning in a Masters of Accounting program is developed in a more integrative, intensive fashion than undergraduate education and is more in depth than is found in an MBA program with a concentration in accounting. Graduates demonstrate an expanded understanding of the professional responsibilities, the ethical standards of the accounting profession, and the strategic role of accounting in business organizations and society. The content and number of semester credit hours (or equivalent student engagement) is appropriate for the program's mission. [ACCOUNTING SPECIALIZED MASTERS EDUCATIONAL GOALS – Related Business Standards: 19 and 20]**

**Basis for judgment:**

- Masters in accounting programs should contain not less than 15 semester credit hours (or equivalent student engagement) in courses dealing with the development, measurement, analysis, validation and communication of financial and other information of which a minimum of 12 semester credit hours (or equivalent student engagement) must be in courses designed primarily for graduate students.
- Learning activities dealing with accounting are considered part of the discipline, even if they are not officially designated as "accounting" activities.
- Learning goal including accounting knowledge and skill areas are specified and assessed as appropriate for specialized masters program in accounting.
- In the special case of students who continue from an undergraduate accounting program to a Masters in Accounting program, the minimum semester credit hours (or equivalent student engagement) across both degrees should be considered. Normally, graduates of Masters in Accounting programs should have a minimum of 27 semester credit hours (or equivalent student engagement, excluding any hours in introductory accounting) in courses dealing with the development,

measurement, analysis, validation, and communication of financial and other information taken at either the undergraduate or graduate level. A minimum of 12 semester credit hours (or equivalent student engagement) in courses dealing with the development, measurement, analysis, validation, and communication of financial and other information must be at the graduate level.

- Masters of Taxation programs offered by the accounting unit are included in the accreditation review for purposes of this standard. These programs may have significant credit hours (or equivalent student engagement) of specialized courses in taxation with limited credit hours (or student engagement) in other accounting courses. The burden of proof is on the school to justify the content and structure of such programs
- If applicable, show how the learning objectives in accounting for the Masters in Accounting program differ from the learning objectives of the undergraduate and MBA (accounting concentration) programs.

**Guidance for documentation:**

- State the learning objectives that meet this standard.
- Show the learning objectives that meet these goals.
- Show that the level of student participation is appropriate.
- Explain how the program meets the hours of student participation.

## Doctoral Accounting Programs

**Standard 43: Doctoral accounting degree programs ensure that all graduates understand the development, measurement, analysis, validation, and communication of financial and other information. Consistent with the Business Standards, graduates of doctoral level accounting programs demonstrate the ability to create knowledge through original research in accounting. [ACCOUNTING DOCTORAL EDUCATIONAL GOALS – Related Business Standard: 21]**

**Basis for judgment:**

- The faculty has defined learning objective and learning activities that meet this standard.
- All graduates demonstrate the ability to do original research.

**Guidance for documentation:**

- State the learning objectives that meet this standard.
- Show the learning activities that meet these learning objectives.
- Quantify the student participation required according to the local measurement system.

**Standard 44: All doctoral accounting programs ensure that all graduates understand the professional role of accountants in society providing and ensuring**

**the integrity of financial and other information. [ACCOUNTING DOCTORAL EDUCATIONAL GOALS – Related Business Standard: 21]**

**Basis for judgment:**

- All graduates understand accounting as currently practiced in the area(s) served by the school.

**Guidance for documentation:**

- Show the activities that assist the students in accomplishing this objective.

**Standard 45: When an academic unit's mission indicates that it aspires to have its doctoral accounting graduates take positions with employers that are expecting them to teach in academic programs, graduates are prepared to assume teaching responsibilities. [ACCOUNTING DOCTORAL EDUCATIONAL GOALS – Related Business Standard: 21]**

**Basis for judgment:**

- All requirements for entry are included in the learning objectives.
- Program graduates show a history of successful entry into teaching roles in accounting programs.
- Because different accounting programs have different expectations for teaching, institutions may select one or more sets of expectations to meet. Where an institution offers choices of different kinds of preparation for teaching, selections should be clear to students, employers, and other interested parties.

**Guidance for documentation:**

- Specify the entry requirements for assuming teaching responsibilities.
- Show the learning objectives that meet the entry requirements.
- Show that graduates meet all these learning objectives.
- Show that graduates are successful in assuming teaching responsibilities.

## POLICY ON CONTINUED ADHERENCE TO ACCOUNTING STANDARDS

All accounting degree programs included in the AACSB International accreditation review must demonstrate continuing adherence to the AACSB International accreditation standards. AACSB International reserves the right to request a review of an accredited institution's programs at any time if questions arise concerning the maintenance of educational quality as defined by the standards.

**SUBJECT**

Quarterly Report: Programs and Changes Approved by Executive Director

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

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

Consistent with Board policy III.G.4.b.(2), "All modifications approved by the executive director shall be reported quarterly to the Board." The Board office is providing a report of program changes, additions, and discontinuations from Idaho's public colleges and universities that were approved between February 2011 and May 2011 by the Executive Director.

**ATTACHMENTS**

Attachment 1 – List of Programs and Changes Approved by the Executive Director Page 3

**BOARD ACTION**

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

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# Academic Programs

**Approved by Executive Director**
**February 2011 – May 2011**

| Boise State University |
|---|
| Discontinue Master of Science in Earth Science |
| Create four emphases in Bachelor of Arts Communication<br>• Media Production<br>• Media Studies<br>• Public Communication<br>• Relational and Organizational Communication |
| Discontinue Bachelor of Arts, Mass Communication/Journalism |
| Discontinue three emphases in Bachelor of Science, Chemistry<br>• Business<br>• General<br>• Geochemistry<br>• Pre-Medical |
| New Certificate in Refugee Services Foundation |
| New Certificate in Refugee Services Advanced Macro Practice |
| New Graduate Certificate in Refugee Services Advanced Macro Practice |
| New Graduate Certificate in Refugee Services Clinical Practice |

| University of Idaho |
|---|
| Merge two independent units into one department – Department of Ag and Extension Education will be merged with 4-H Youth Development office |
| Transfer Technology Training and Development degree and certificate programs in Idaho Falls from College of Education to Engineering – includes renaming existing program<br>• MS, Technology Training & Development to MS, Technology Management |
| Move existing Forest Operations Minor to the Department of Forest Ecology and Biogeosciences from the Department of Forest Products |
| Addition of a new Entrepreneurship emphasis to the Marketing major, B.S., Business Education |
| Addition of a new undergraduate minor in Climate Change under the Department of Geography |
| New Certificate in Communication and Control for Power Transmission |
| New Litigation and Alternative Dispute Resolution emphasis, J.D., Law |
| **Other Non-substantive Changes** (does not require approval but required to notify OSBE per policy III.G.) |
| Change name from Six Sigma Innovation & Design Certificate to Process Performance Excellence |
| Change name of Geology Teaching Minor to Earth Science Teaching Minor |
| Change name of Health, Physical Education, Recreation, and Dance Department to Movement Sciences Dept. |
| Change name of Professional Golf Management option to PGA of America |
| Change name of Department of Foreign Languages and Literatures to Department of Modern Languages & Cultures |

# Professional - Technical Education Programs

**Approved by Executive Director**

| Program Activity | Institution |
|---|---|
| Discontinue the Medical Office Specialist option of the Medical Assistant program | EITC |
| Change title of certificate to Postsecondary Technical Certificate for the Business Information Technology option of the Business Information Program from a Technical Certificate | ISU |
| Discontinue the Marketing and Management Occupations program | ISU |

## SUBJECT

Approval of Higher Education Research Council (HERC) FY12 Budget

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W.3., Higher Education Research Council Policy

Senate Bill No. 1207 Appropriations – College and Universities - System-wide Programs

## BACKGROUND/DISCUSSION

The State Board of Education was appropriated $1,435,500 for FY 2012 through the colleges and universities appropriation to be used for the mission and goals of the Higher Education Research Council (HERC).

In FY11, the Higher Education Research Council (HERC) implemented the first year of the Idaho Incubation Fund Program. Funds are intended to establish focused proposals that enable researchers to enhance economic development in Idaho by transforming a new university developed concept to practice and making an invention or copyright more commercially interesting to a company or investor. Funds were awarded based on a competitive process. The Office of the State Board of Education received 19 proposals from Boise State University, Idaho State University, and the University of Idaho. Proposals were evaluated by a review team overseen by HERC and coordinated by the Idaho Technology Council. Seven proposals were selected for an award in FY11. HERC is currently administering the FY12 cycle of the Idaho Incubation Fund Program and anticipates making additional awards by the end of June. Prior to moving forward with another cycle of the program, HERC will evaluate the program for effectiveness.

The Board office provided HERC with a proposed distribution of funds for FY 2012 to include the Incubation Fund, which is under a new heading, per policy, entitled Targeted Research Funding. HERC has reviewed the budget and forwards their recommendation to disburse the FY 2012 allocation as outlined on page 3.

## IMPACT

The State Board of Education is appropriated funds each year by the Legislature through the colleges and universities appropriation to be used for the mission and goals of the Higher Education Research Council (HERC). The Board allocates these funds for research activities to the four-year public institutions for the following: Infrastructure, Targeted Research, Research Centers, and State Matching Awards. A line item for Administrative Costs is included to cover the expenses for meetings, office supply needs, and the administration of HERC grant programs and activities.

**ATTACHMENTS**

Attachment 1 – FY12 HERC Budget Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The Higher Education Research Council reviewed and recommended approval of the FY 2012 budget allocation at their May 16, 2011 meeting. Staff recommends approval of the budget as presented.

**BOARD ACTION**

I move to approve the FY 2012 HERC Budget Allocation as presented.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

# FY 2012 Allocation of HERC Funds

| Amount to be Awarded<br>$1,435,500 | Proposed Allocation |
|---|---|
| **Infrastructure Funds** | |
| BSU | $125,000 |
| ISU | $125,000 |
| UI | $200,000 |
| LCSC | $50,000 |
| **Total Infrastructure** | **$500,000** |
| **Matching Award Grants** | |
| NSF-EPSCoR (Research Infrastructure Improvement Award) | $600,000 |
| (Water Resources in a Changing Climate - 5-year $15M award) | |
| (September 1, 2008 - August 31, 2013) | |
| **Total Matching Grants** | **$600,000** |
| **Targeted Research** | |
| Idaho Incubation Fund (second round) | $333,000 |
| **Total Targeted Research** | **$333,000** |
| **Research Centers** | |
| **Total Research Center** | **$0** |
| **Administrative Costs** | |
| FY12 Administrative Costs | $2,500 |
| **Total Administrative Costs** | **$2,500** |
| **Total Budget / Allocation** | **$1,435,500** |
| | **$1,435,500** |

*NOTES*

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## DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION

### SUBJECT

First Reading, Proposed Amendments to Board Policy III.V, Section 3, Associate of Applied Science Degree

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III, Subsection V. Articulation and Associate Degree Policy

### BACKGROUND/DISCUSSION

An Associate of Applied Science (AAS) degree is designed for students who intend to enter the workforce. The proposed changes reflect the needs of the student, workplace, and the purpose of the AAS degree. The proposed changes to Board Policy III.V, Section 3 were presented to the Council on Academic Affairs and Programs (CAAP) on November 4, 2010 and June 2, 2011. The Division of Professional-Technical Education (PTE) staff subsequently met with Board staff to further refine the proposed changes.

The proposed changes consisted of reducing the number of general education credits from sixteen (16) to fifteen (15) credits and updating the title of the AAS degree core areas to bring then in alignment with Northwest Commission on Colleges and University (NWCCU) terminology. The 15 credit minimum would better align with student course taking patterns and the 3-credit course format. This would create flexibility in student choice of courses and make the general education requirement more streamlined and cost effective for AAS degree majors.

Changing the title of 3.c from “Social Science/Human Relations /Interpersonal Communication” to “Social Science/Human Relations” would bring terminology in alignment with the general education requirements terminology in the NWCCU Standard 2.C.9. The disciplines of study in the Human Relations category were refined to better represent areas of study related to human relations. Changing the title of 3.d from “Natural Science” to “Elective” better defines the category. Changing the credit requirement for this category from zero (0) to three (3) supports the 15-credit total requirement. Students would be able to take any general education course listed in III.V.2 to meet this requirement.

In addition to those changes brought forward by PTE, Board staff has proposed additional changes which consist of removing Brigham Young University Idaho and Treasure Valley Community College from Board Policy Section V.1.a. This section addresses coverage for those institutions under the governance of the Board. Currently, the Board does not provide direct oversight over the private institutions or registered proprietary postsecondary schools in the State and

would not be subject to this policy. Other changes include removal of unnecessary language.

**ATTACHMENTS**

Attachment 1 – Board Policy III.V Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

PTE recommends approval of proposed amendments as presented and requests any institution impacted by this change be approved to process the program and/or option changes collectively in summary format as a "routine change" in a single letter to the State Board of Education, provided there is no fiscal impact for said changes.

Board staff is currently evaluating policies under Section III. Postsecondary Affairs for alignment and consistency with other related policies. Board Policy III.V. is among many in a series of policies that needs a full scale review. Due to the impact the proposed changes will have to institutions and their respective programs, Board staff recommends approval of the amendments as proposed by PTE with the understanding that a more thorough evaluation of III.V. will be conducted and further revisions will be forthcoming.

**BOARD ACTION**

I move to approve the first reading of the proposed amendments to Board Policy III.V.3., Associate of Applied Science Degree as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

~~It is the State Board of Education's intent that this policy will assist students as they transfer between institutions of higher education in the process of completing their educational agendas. In addition, the Board believes that this policy will provide the public institutions of higher education with the guidelines necessary to carry out their mission and service function to students so that they can successfully transfer between institutions without penalty.~~

1. Statewide Articulation

   a. Associate of Arts and Associate of Science Degrees

      To facilitate the transfer of students, Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, the College of Southern Idaho, North Idaho College, and the College of Western Idaho, ~~Brigham Young University Idaho (BYU-Idaho), and Treasure Valley Community College,~~ shall individually and jointly honor the terms of this statewide articulation policy.

      Students who complete requirements for the Associate of Arts or Associate of Science degree at an accredited institution in Idaho and Treasure Valley Community College will be considered as satisfying the lower division general education core requirements and shall be granted junior standing upon transfer to a four-year public institution in Idaho and will not be required to complete any additional lower division general education core courses subject to the conditions listed below.

      Transfer students from any in-state or out-of-state academic accredited institution who have completed the equivalent of the State Board of Education's general education core for the Associate Degree will not be required to complete additional lower division general education core courses. However, these students must obtain certification of such completion. Certification of successful completion of the lower division general education core for students who have not completed the Associate of Science or Associate of Arts degree is the responsibility of the transferring institution.

      This transfer policy will provide for the fulfillment of all general education, lower division core requirements only. It is not intended to meet specific course requirements of unique or professional programs (e.g., engineering, pharmacy, business, etc.). Students who plan to transfer to unique or professional programs should consult with their advisors and make early contact with a program representative from the institution to which they intend to transfer.

      Transfer students who have not completed the Associate of Arts or Associate of Science or the general education core courses will not come under the provision of this articulation policy.

A maximum of seventy (70) lower division credit hours or one-half of the total credits required for a student's intended baccalaureate degree, whichever is greater, will normally be accepted for transfer from accredited community or junior colleges.

b. Associate of Applied Science Degrees

Students who complete all or a portion of the State Board of Education's general education coursework for the Associate of Applied Science degree at one of the public postsecondary institutions in Idaho may fully transfer those completed general education core courses into an academic program. However, professional-technical transfer students who have not completed any courses under the general education core will not be covered under the provisions of this articulation policy.

2. Transfer Associate Degree

The lower division general education core requirement must fit within the following credit and course requirements and must have a minimum of thirty-six (36) credit hours.

| | Required Courses | Minimum Credits |
|---|---|---|
| a. Communications<br>Coursework in this area enhances students' ability to communicate clearly, correctly, logically, and persuasively in spoken English.<br>Disciplines: Speech, Rhetoric, and Debate | 1 | 2 |
| b. English Composition<br>In meeting this goal, students must be able to express themselves in clear, logical, and grammatically correct written English. Up to six (6) credits may be exempt by ACT, SAT, CLEP or other institution accepted testing procedure.<br>*3 or 6 credit hours depending upon initial placement results. | 1 | 3 to 6* |
| c. Behavioral and Social Science<br>Coursework in this area provides instruction in: (1) the history and culture of civilization; (2) the ways political and/or economic organizations, structures and institutions function and influence thought and behavior; and (3) the scientific method as it applies to social science research.<br>Disciplines: Anthropology, Economics, Geography, History, Political Science, Psychology and Sociology.<br>Note: Courses must be distributed over two (2) different disciplines. | 2 | 6 |
| d. Humanities, Fine Arts, and Foreign Language<br>Coursework in this area provides instruction in: (1) the creative process; (2) history and aesthetic principles of the fine arts; (3) philosophy and the arts as media for exploring the human condition and examining values; and (4) communication skills in a foreign language.<br>Disciplines: Art, Philosophy, Literature, Music, Drama/Theater, and Foreign Languages. | 2 | 6 |

| | | |
|---|---|---|
| e. Natural Science<br>Coursework in this area: (1) provides an understanding of how the biological and physical sciences explain the natural world and (2) introduces the basic concepts and terminology of the natural sciences.<br>Disciplines: Biology, Chemistry, Physical Geography, Geology, and Physics.<br>Note: Courses may be distributed over two (2) different disciplines and must have at least one (1) accompanying laboratory experience. | 2 | 7 |

| | Required Courses | Minimum Credits |
|---|---|---|
| f. Mathematics<br>Coursework in this area is intended to develop logical reasoning processes; skills in the use of space, numbers, symbols, and formulas; and the ability to apply mathematical skills to solve problems.<br>Disciplines: College Algebra, Calculus, Finite Mathematics, and Statistics. | 1 | 3 |

3. Associate of Applied Science Degree.

This professional-technical degree requires a minimum of ~~16~~ 15 credit hours of general education coursework selected from each institution's general education core and is comparable to the general education core of the Associate of Arts (A.A.) and Associate of Science (A.S.) degrees. The courses completed from the general education core of the A.A.S. will be fully transferable to the A.A., A.S., and baccalaureate degrees.

| | Required Courses | Minimum Credits |
|---|---|---|
| a. English/Communication<br>In meeting this goal, students must be able to express themselves in clear, logical, and grammatically correct written English.<br>Disciplines: English 101 required, English 102 or Communication 101; An Applied English or Technical Writing course may be used if found to be comparable to ENGL 102. | 2 | 6 |
| b. Mathematics/Computation<br>Coursework in this area is intended to develop logical reasoning processes; skills in the use of space, numbers, symbols, and formulas; and the ability to apply mathematical skills to solve problems.<br>Disciplines: College Algebra, Calculus, Finite Mathematics and Mathematical Statistics. An Applied Mathematics course may be used if found to be comparable to a traditional mathematics course. | 1 | 3 |
| c. Social Science/Human Relations~~/ Interpersonal Communications~~<br>Coursework in this area provides the student with the skills needed for understanding individuals in the work place~~; appreciation of cultures of civilization; environmental awareness; economic factors;~~ and the functioning of thought and behavior.<br>Disciplines: ~~Art, Anthropology, Communications, Economics, Geography, History, Literature, Music, Political Science,~~ Human Relations, Psychology, and Sociology~~ and Theater Arts. An applied human relations course may be used if found to be comparable to a social science /humanities course.~~ | 1 | 3 |

| | | |
|---|---|---|
| d. ~~Natural Science~~Elective<br>Coursework in this area may come from any general education core requirement as ~~category~~ listed in III.V.2~~: (1) provides an understanding of how the biological and physical sciences explain the natural world and (2) introduces the basic concepts and terminology of the natural sciences.~~<br>~~Disciplines: Biology, Botany, Genetics, Chemistry, Physics, Geology, Astronomy, Biotechnology, Bacteriology and other related science based courses. An applied science course may be used if found to be comparable to a science course~~. | ~~0~~1 | ~~0~~3 |

**SUBJECT**

First Reading, Proposed Amendments to Board Policy III.M., Accreditation

**BACKGROUND/DISCUSSION**

The proposed changes to this policy include the deletion of references to Board recognized accrediting agencies and institutions as these requirements are addressed in IDAPA 08.01.11 Registration of Postsecondary Educational Institutions and Proprietary schools. Board policy is specific to the institutions they govern.

Additional changes update Board policy to reflect the current Northwest Commission on Colleges and Universities (NWCCU) institutional reporting requirements for accreditation. The NWCCU has completed its revision of the accreditation standards and oversight cycle. The new accreditation cycle reduces the review process from ten years to seven years. Currently, an institution conducts a comprehensive self study in the last two years of the ten-year cycle. The purpose of the self study is to address all standards at one time. Under the seven-year accreditation cycle, the equivalent effort of the two years of intense self study is separated out over seven years and conducted in progressive stages of institutional self reflection and peer evaluation.

In the first stage of the septennial process, the institution prepares a report to address Standard One. Two years later, the institution expands its report on Standard One to include a response to Standard Two. In doing so, it reviews and updates, as necessary, its previous response to Standard One. Two years thereafter the institution expands its report on Standards One and Two to include a response to Standards Three and Four. Once again it reviews and updates, as necessary, its previous response to Standards One and Two. Two years after that, the institution expands its report on Standards One, Two, Three, and Four to include a response to Standard Five. In preparing its report the institution reviews and updates, as necessary, its previous response to Standards One, Two, Three, and Four.

**IMPACT**

The proposed policy changes will update Board policy to reflect the new NWCCU processes and procedures for institutional reporting on accreditation standards and requirements. Recognized accrediting bodies are currently listed in both rule and statue. Therefore this reference has been removed from policy to avoid unnecessary duplication.

**ATTACHMENTS**

Attachment 1 – Board Policy III.M., Accreditation Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The NWCCU has developed a matrix that will assist accredited institutions in transitioning from the ten-year accreditation cycle to the new seven-year

accreditation cycle. The sequence and timing of events will vary by institution and could take several years for the conversion to be completed.

Due to the impending transition in accreditation cycles, Board staff felt it was important to update Board Policy III.M. to align with the NWCCU revised oversight and review process. Board staff recommends approval of the first reading of this policy as submitted.

**BOARD ACTION**

I move to approve the first reading of the proposed amendments to Board Policy III.M., Accreditation as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

~~1. Recognized Accrediting Agencies~~

~~The State Board of Education only recognizes accreditation by the six (6) regional accrediting associations and those national accrediting associations which are recognized by the U.S. Department of Education. The six (6) regional accrediting associations are:~~

~~Middle States Association of Colleges and Schools~~
~~New England Association of Schools and Colleges~~
~~North Central Association of Colleges and Schools~~
~~Northwest Association of Schools and Colleges~~
~~Southern Association of Colleges and Schools~~
~~Western Association of Schools and Colleges~~

~~2. Recognition as Accredited Institution~~

~~Any institution that wishes to be recognized as an accredited institution must submit to the Executive Director at least ten (10) days prior to a regularly scheduled Board meeting documentation showing its accreditation status with an accrediting organization recognized by the Board. The Executive Director is responsible for verifying the institution's submission and making a recommendation to the Board.~~

~~3. Institutional Reports~~

Institutions under the governance of the Board are evaluated by the Northwest Commission on Colleges and Universities (NWCCU) based on a seven-year accreditation cycle. Evaluations are conducted in progressive stages that build on previous findings and regular feedback from peer evaluators and the NWCCU Board of Commissioners. Institutions will follow the process prescribed by NWCCU and shall update the Board as to the content and status of their self evaluation at each stage of the reporting cycle. ~~and~~

Board members shall be provided ~~the Board~~ with opportunities to participate in the evaluation process ~~as appropriate~~.Prior to a formal NWCCU accreditation visitation to an institution (~~5 year and 10 year~~ Three-Year and Seven-Year visits), the institution president will notify the Board's Executive Director of such visit and schedule a time and place for Board representation during the visit. At a minimum, the Board's Executive Director (or designee) and three Board members shall visit the NWCCU self-study team during each ~~ten~~ seven-year visitation to an institution. Board member participation for the ~~five~~ Three-year visits will be determined by the Board's Executive Director upon consultation with the NWCCU review team.

~~A copy~~ Copies of the ~~Northwest Commission on Colleges and Universities (~~NWCCU~~)~~ seven-year accreditation self-study completed by an institution under the governance of the Board shall be submitted to the Board's Executive Director at the same time the report is forwarded to the NWCCU. A draft copy of the NWCCU year one self-evaluation report completed by an institution shall be shared with the Board at a regularly scheduled meeting prior to its submission to the NWCCU. A copy of each corrective action progress report submitted to NWCCU by an institution will also be forwarded to the Board's Executive Director at the same time the report is sent to the NWCCU.

**SUBJECT**

Second Reading, Proposed amendments to Board Policy III.I., Roles and Missions

**REFERENCE**

| | |
|---|---|
| April 21, 2011 | First Reading, Board Policy III.I., Roles and Missions approved |

**BACKGROUND/DISCUSSION**

The Board approved a first reading of policy III.I., Roles and Missions at the April 2011 Board meeting. There have been no changes since the first reading.

**IMPACT**

The proposed policy changes will clarify the process and procedures for use of vision and mission, updating mission statements, and meet the NWCCU accreditation requirements.

**ATTACHMENTS**

Attachment 1 – Board Policy III.I., Roles and Missions Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the second reading of Board Policy III.I., Roles and Missions.

**BOARD ACTION**

I move to approve the second reading of the proposed amendments to Board Policy III.I., Roles and Missions as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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# ~~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, t~~The Board shall adopt~~s~~ 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 missionfor 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~~

~~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.~~

## SUBJECT

Institutional Mission Statements

## BACKGROUND/DISCUSSION

As part of Board staff's review and clarification of Board Policy Section III.I., Roles and Missions and the revised Northwest Commission on Colleges and Universities (NWCCU) accreditation requirements, institutions were instructed at the April 20, 2011, Board meeting to bring forward a draft mission statement. Role and Mission statements were last updated by the Board in April of 1998, with minor amendments made to the University of Idaho's mission statement in 2007.

In the NWCCU Year-One report, institutions are required to report on *Standard One – Mission, Core Themes, and Expectations*. Institutions must include their Board approved mission statement from which they must also identify core themes and the indicators they will use to track mission fulfillment. 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. Due to the new NWCCU reporting requirements it was necessary for institutions to revise and/or modify their current mission statements. Currently the Board approved mission statements cover roles and responsibilities as they relate to programs and services and constituencies served.

Attachment 2 includes the current Board approved Mission, Programs and Services and Constituencies Served, the Statewide Program Responsibilities, and the proposed changes as submitted by Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College.

The institutions need further guidance from the Board regarding whether or not the proposed modifications should include only mission statement revisions or if they should also propose modifications to the Programs and Services, Constituencies Served, and Statewide Responsibilities.

## IMPACT

Modifications to institution Mission Statements will have significant impact. The mission statement approved by the Board will be used in their NWCCU Year-One report from which they will derive their core themes and indicators to track and monitor mission fulfillment and from which all proceeding reports will be based. Additionally, modifications to the institutions' mission statements will dictate the direction that institutions deliver programs and services.

## ATTACHMENTS

Attachment 1 – Role and Mission Timeline Page 3
Attachment 2 – Draft Mission Statements Page 5

## STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the Board provide additional guidance to the institutions regarding the scope of revision. Given the September 15, 2011 timeline the institutions are facing to meet their NWCCU Year-One reporting requirements, it would seem appropriate to have the Board approve a revised mission statement and that the Board could devote a set amount of time through the PPGA and IRSA committees to evaluate proposed changes to the Programs and Services and the Constituencies Served. Once approved by the Board, the institutions' new mission statements will be incorporated into their strategic plans pursuant to the requirements of Board policy III.

## BOARD ACTION

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

# Role and Mission Timeline

Per State Board of Education Minutes

| | |
|---|---|
| April 6, 1973 | Statement of Mission, Functions, and Objectives of the University of Idaho were presented to the Board and were referred to the Planning Committee for review. |
| November 1, 1973 | Mission, Functions, and Objections of the University of Idaho were approved by motion. |
| June 12, 1980 | The President of the Board designated one or more Board members to work with the Superintendent, the four college and university presidents, the Administrator of Vocational Education, and the Executive Director to review general Board procedures, agendas, practices of delegating authority, areas requiring greater attention, and whatever other matters may contribute to making the Board's activities more efficient.<br><br>Among those included an evaluation of the facilities at the four year institutions by the Executive Director; study of developments at the four institutions in the general area of a core curriculum or of general education requirements by the Curriculum Committee; and an evaluation of role and missions of postsecondary institutions.<br><br>In the meantime, each institutional president was directed to complete an update of present roles and missions and submit to the Board a description of the role and mission he believes his institution should have in the state system 10 years from now and 20 years from now. Minutes show what the descriptions should include. |
| October 23, 1980 | In response to June 1980 meeting, role and mission statements were presented for Board consideration. Statements were not in the minutes; however, a motion was passed to receive the role and mission statements from BSU, ISU, UI, and LCSC. |
| January 14, 1982 | Role and Mission statement from LCSC was received. Staff was directed to review the document and report its findings at the March meeting. |
| April 8, 1982 | Role and Mission statement from LCSC was accepted subject to completion of studies and Board action on three points:<br><br>• Completion of a statewide study resolving the geographic areas and cooperative planning of continuing education programs by Board staff.<br>• Completion of a report and recommendation of the experiential credit policies at LCSC and other institutions by Statewide Curriculum Committee<br>• Completion of a study and report on the entire teacher education training program in Idaho by Board staff. Details in minutes. |

| | |
|---|---|
| March 3, 1983 | The State Board of Education adopted a Mission and Scope Statement for Postsecondary Education (included a Postsecondary Vocational-Technical Education Mission and Scope Statement), and Institutional Role and Mission Statements for Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College. |
| March 19-20, 1998 | The Board was presented with role and mission statements drafted by the presidents, faculty, staff, students, and others. Motion to approve was tabled to allow Board time to review statements. The Board requested some amendments to the proposed drafts.<br><br>• Re-organize "Programs and Services" based on highest degree offered by the institution<br>• Add additional language to "Type of Institution" for Eastern Idaho Technical College, North Idaho College, and the College of Southern Idaho to more clearly reflect the programs they offer.<br>• Clarify the phrase "primary" as it relates to commitment of dollars – in the 1983 version it seemed that individuals viewed the phrase as territorial as opposed to emphasis in a particular institution.<br><br>Presidents at that time were supportive of the document. |
| April 16-17, 1998 | The Board was presented with a revised draft to reflect the changes requested at the March meeting. Motion to approve the roles and mission statements for the institutions was passed. |
| August 9-10, 2007 | The Board was presented with proposed amendments to the University of Idaho's mission statement. The UI was approaching their accreditation review in October 2007 and was charged at their last visit by the NWCCU to update their mission statement to align with current practices.<br><br>Changes included correction to reflect Carnegie classification designations; name change from forestry to natural resources; redistribution and updates of programs to other units; and the clarification of the emphasis of sciences to include physical, life, and social sciences.<br><br>This was the only change made to role and mission statements since 1998. |

| **Boise State University** | | | ***Proposed Mission Statement:*** |
|---|---|---|---|
| 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. | | | Boise State University is a **public, metropolitan** university providing **leadership in academics**, research, and **cultural enrichment**. The University offers an array of undergraduate degrees **structured around essential learning outcomes and focused on fostering lifelong learning, civic engagement, innovation, and creativity**. Graduate programs, **including select doctoral degrees, and research are dedicated to the advancement of new knowledge and benefit of the community, the state of Idaho and the surrounding region**. |
| **Programs and Services** | | **Statewide Program Responsibility** | |
| **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. **Graduate**: Offers a variety of masters and select doctoral degrees consistent with state needs. **Certificates/Diplomas**: Offers a wide range of certificates and diplomas. **Research**: Conducts coordinated and externally funded research studies. **Continuing Education**: Provides a variety of life-long learning opportunities. **Technical and Workforce Training**: Offers a wide range of vocational, technical and outreach programs. **Distance Learning**: Uses a variety of delivery methods to meet the needs of diverse constituencies. | Formulate academic plan and generate programs with **primary emphasis** on business and **economics**, **engineering**, the **social sciences**, **public affairs**, the **performing arts**, and **teacher preparation**.<br>**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. | Public Policy (M.S., PhD), Public Administration (PhD), Urban Studies (M.S., PhD),Urban Regional Planning (M.S., PhD), Social Work (Southeast Region—shared with ISU) (MSW), Social Work (PhD) | |
| **Constituencies Served** | | | |
| The institution serves students, business and industry, the professions and public sector groups throughout the state and region as well as diverse and special constituencies. Boise State University works in collaboration with other state and regional postsecondary institutions in serving these constituencies. | | | |

| **Idaho State University** | | | ***Proposed Mission Statement:*** |
|---|---|---|---|
| Idaho State University is **a doctoral university serving a diverse population through research, state and regional public service, undergraduate and graduate programs. The university also has specific responsibilities in delivering programs in the health professions**. Idaho State University will formulate its academic plan and generate programs with primary emphasis on health professions, the related biological and physical sciences, and teacher preparation. Idaho State University will give continuing emphasis in the areas of business, education, engineering, technical training and will maintain basic strengths in the liberal arts and sciences, which provide the core curriculum or general education portion of the curriculum. | | | Idaho State University is a **public research university**, **with high research activity (RU-H)**, which serves a diverse population through its undergraduate, graduate, and **professional degree programs**; research **and creativity activity**; and public service endeavors, **offered throughout the State and Intermountain** region. The University provides **statewide leadership** in the health professions and **related biomedical sciences**, **and is engaged in cutting-edge interdisciplinary basic and translational research in such areas as brain and behavioral science, energy, radiopharmaceuticals, material science, environmental science, and homeland security**. |
| **Programs and Services** | | **Statewide Program Responsibility** | ***Proposed Programs and Services:*** |
| **Baccalaureate Education**: Offers a wide range of baccalaureate degrees and qualified professional programs. **Graduate**: Offers a wide range of masters, doctoral and professional programs consistent with state needs. **Associate Education**: Offers a wide range of associate degrees and qualified professional programs. **Research**: Conducts coordinated and externally funded research studies. **Technical and Workforce Training**: Offers a wide range of vocational, technical and outreach programs. **Certificates/Diplomas**: Offers a wide range of certificates, and diplomas. **Continuing Education**: Provides a variety of life-long learning opportunities. **Distance Learning**: Uses a variety of delivery methods to meet the needs of diverse constituencies | Formulate academic plan and generate programs with **primary emphasis** on **health professions**, the **related biological and physical sciences**, and **teacher preparation**. **Continuing emphasis** in the areas of **business**, **education**, **engineering**, **technical training** and will maintain basic strengths in the liberal arts and sciences. | Audiology (MS, PhD), Physical Therapy (MS, PhD), Occupational Therapy (MS, MOT), Pharmaceutical Science (MS, PhD), Nursing (Southwest shared w/BSU)(MS), Nursing (PhD), Physician Assistant (MPAS), Speech Pathology (MS), Deaf Education (MS), Educational Interpreting (BS), Master of Health Education (MHE), Master of Public Health (MPH), Geomatics (Surveying) (MS), Health Physics (BS, MS), Dental Hygiene (BS, MS - currently delivered in Boise), Clinical Lab Science (BS, MS) | The University has strong undergraduate programs in business, education and teacher preparation, engineering, and technical training; and maintains strong programs in the arts, humanities, and social and behavioral sciences as independent, multifaceted fields of inquiry. 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. ISU has the only School of Performing Arts in the State, which is housed in the magnificent Stephens Performing Arts Center. The College of Technology provides students high quality professional-technical training in response to the workforce needs of private industry and public entities in the State. ISU's Early College Program provides current high school students the opportunity to begin their college-level course work prior to graduating. |
| **Constituencies Served** | | | |
| The institution serves students, business and industry, the professions and public sector groups throughout the state and region as well as diverse and special constituencies. Idaho State University works in collaboration with other state and regional postsecondary institutions in serving these constituencies. | | | |

| University of Idaho | | | *Proposed Mission Statement:* |
|---|---|---|---|
| The University of Idaho is a **high research activity, land-grant institution committed to undergraduate and graduate-research education with extension services responsive to Idaho and the region's business and community needs**. The university is **also responsible for regional medical and veterinary medical education programs in which the state of Idaho participates**. The University of Idaho will formulate its academic plan and generate programs with primary emphasis on agriculture, natural resources, and metallurgy, engineering, architecture, law, foreign languages, teacher preparation and international programs related to the foregoing. The University of Idaho will give continuing emphasis in the areas of business education liberal arts and physical, life, and social sciences, which also provide the core curriculum or general education portion of the curriculum. | | | The University of Idaho is the **state's flagship** and land-grant **research university**. **This mandate directs us to enhance the scientific, economic, social, legal, and cultural assets of our state, and to develop solutions for complex problems facing society**. **We deliver on this promise through focused excellence in teaching, research, outreach, and engagement utilizing our residential main campus, regional centers, county offices, and research facilities across the state**. ***Our teaching and learning mission includes** undergraduate, graduate, **professional, and continuing education offered through both resident instruction and extended delivery**. **Our educational programs are enriched by the cutting edge knowledge, diversity, and creativity of our faculty, students, and staff**. ***Our scholarly and creative activities promote human and economic development, global understanding, and progress in professional practice through the expansion of knowledge and its applications in the** natural **and applied** sciences**,** social sciences**, arts, humanities, and the professions.** |

| Programs and Services | | Statewide Program Responsibility |
|---|---|---|
| **Baccalaureate Education**: Offers a wide range of baccalaureate degrees and professional programs. **Graduate-Research**: Offers a wide range of masters, doctoral and professional programs and also coordinates and conducts extensive research programs that are consistent with state needs. **Extension Services, Continuing Education and Distance Learning**: Supports extension offices throughout the state in cooperation with federal, state and county governments, provides life-long learning opportunities and uses a variety of delivery methods to meet the needs of select, yet diverse constituencies in the state and region. **Certificates/ Diplomas**: Offers academic certificates representing a body of knowledge, that do not lead to a degree. | Formulate academic plan and generate programs with **primary emphasis** on **agriculture**, **natural resources**, and **metallurgy**, **engineering**, **architecture**, **law**, **foreign languages**, **teacher preparation** and **international programs**. **Continuing emphasis** in the areas of **business education**, **liberal arts** and **physical**, **life**, and **social sciences**. | Law (JD), Architecture (MS, B.Arch), Landscape Architecture (MS, BS), Interior Design (MS), Agriculture: Animal Science (BS, MS), Plant Science (MS, PhD), Agricultural Economics (BS, MS), Food Science (BS, MS, PhD), Veterinary Science (MS, DVM), Natural Resources: Forestry & Forest Products (BS, MS - distance ed), Wildlife (BM), Fisheries - Resources (BS, MS), Conservation Science (BS, MS), Range Science (BS, MS) |

| Constituencies Served | |
|---|---|
| The institution serves students, business and industry, the professions and public sector groups throughout the state and nation as well as diverse and special constituencies. The university also has specific responsibilities in research and extension programs related to its land-grant functions. The University of Idaho works in collaboration with other state postsecondary institutions in serving these constituencies. | |

| **Lewis-Clark State College** | | ***Proposed Mission Statement:*** | |
|---|---|---|---|
| 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 vocational 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 highly 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. | | Lewis-Clark State College is a regional state college offering 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. | |
| **Programs and Services** | | ***Proposed Programs and Services:*** | |
| **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 vocational, technical and outreach programs. **Continuing Education**: Provides a variety of life-long learning opportunities. **Research**: Conducts select coordinated and externally funded research studies | Formulate academic plan and generate programs with **primary emphasis** in the areas of **business**, **criminal justice**, **nursing**, **social work**, **teacher preparation**, and **vocational technical education**. **Continuing emphasis** to select programs offered **on and off campus at non-traditional times**, using **non-traditional means of delivery and serving a highly diverse student body** and maintain basic strengths in the liberal arts and sciences. | 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. | 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. |
| **Constituencies Served** | | ***Proposed 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. | | 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 postsecon-dary institutions in serving these constituencies. | |

**SUBJECT**

Second Reading, Proposed amendments to Board Policy III.Z., Delivery of Postsecondary Education - Planning and Coordination of Academic Programs and Courses

**REFERENCE**

| | |
|---|---|
| April 21, 2011 | First Reading of Board Policy III.Z., Planning and Delivery of Academic Programs and Courses |

**BACKGROUND/DISCUSSION**

The Board approved a first reading of Policy III.Z., Planning and Delivery of Academic Programs and Courses. Since the first reading staff provided minor clarification of terms and context.

**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 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 Academic Programs and Courses Page 3

Attachment 2 – Clean version of Board Policy Board Policy III.Z., Planning and Delivery of Academic Programs and Courses Page 23

Attachment 3 – Comparison of Proposed Changes from First Reading and Second Reading Page 35

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the Second Reading of Board Policy III.Z. Planning and Delivery of Academic Programs and Courses as presented.

**BOARD ACTION**

I move to approve the second reading of the proposed amendments to Board Policy III.Z., Planning and Delivery of Academic Programs and Courses as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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## ~~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 meet the educational and workforce needs of the state through academic planning, alignment of programs and courses (hereinafter referred to collectively as "programs"), and collaboration and coordination. This subsection shall apply to the 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 (hereinafter "institutions"). 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~~ requires the preparation and submission of academic plans to advise and inform the Board in its ~~work to~~ planning and ~~coordinate~~coordination 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 Statewide and Service Region Program Responsibilities. These provisions also require 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 particular educational program identified by the Board to be delivered by a single institution which meets statewide educational and workforce needs.

   b. "Statewide Program Responsibility" shall mean an institution's responsibility to offer and deliver a Statewide Program in all regions of the state. Statewide Program

Responsibilities are assigned to specific institutions by the Board, taking into account the degree to which such programs are uniquely provided by an institution.

c. "Service Region Program" shall mean an educational program to be delivered by the institution within its respective service region that meets regional educational and workforce needs.

d. "Service Region Program Responsibility" shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its primary service region as defined in Section III.L.3. Service Region Program Responsibilities are assigned to the Designated Institution in each service region, but may be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy.

e. "Designated Institution" shall mean an institution whose main campus is located in a service region as identified in Section III.L.3.

f. "Partnering Institution" shall mean either (i) an institution whose main campus is located outside of a Designated Institution's identified service region but which, pursuant to a Memorandum of Understanding, offers Regional Programs in the Designated Institution's primary service region, or (ii) an institution not assigned a Statewide Program Responsibility which, pursuant to a Memorandum of Understanding with the institution assigned the Statewide Program Responsibility, offers and delivers a statewide educational program.

~~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 Requirements

a. Planning

i. Five-Year Plan

The Office of the State Board of Education (OSBE) shall, utilizing the Institution Plans submitted to OSBE, create and maintain a rolling five (5) year academic plan (Five-Year Plan) which includes all current and proposed institution programs. The Five-Year Plan shall be approved by the Board every two years.

ii. Institution Plan

Each institution shall, in accordance with a template to be developed by the Board's Chief Academic Officer (CAO), create and submit to OSBE a rolling five (5) year academic plan, to be updated every two years, that describes all current and proposed programs and services to be offered in alignment with each institution's Statewide and Service Region Program Responsibilities (the Institution Plan). Institution Plans shall be developed pursuant to a process of collaboration and communication with the other institutions in the state.

1) Statewide Program Institution Plan

Institutions assigned a Statewide Program Responsibility shall plan for and determine the best means to deliver such program. Each institution assigned a Statewide Program Responsibility shall include in its Institution Plan all currently offered and proposed programs respond to the workforce and educational needs of the state relating to such Statewide Program Responsibilities. At a minimum, for new Statewide Programs, each Institution Plan shall include the following:

- A needs assessment pursuant to guidelines developed by the 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 with Partnering Institutions pursuant to Subsection b.iii. below.

- If it is anticipated that the Statewide Program is to be delivered pursuant to an agreement with a Partnering Institution, within three (3) years of approval of the Institution 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) Service Region Program Institution Plan

It is the responsibility of the Designated Institution to plan for and determine the best means to deliver a Service Region Program. A Designated Institution shall include in its Institution Plan all current and proposed programs offered or to be offered that respond to the educational and workforce needs of its primary service region. It is intended that the Designated Institution communicate and collaborate with other institutions located outside of the primary service region in developing its Institution Plan. If, in the course of developing or updating its Institution Plan, the Designated Institution identifies a need for the delivery of a program within its primary service region, and the Designated Institution is unable to provide the program, then the Designated Institution shall coordinate with a Partnering Institution (including institutions with Statewide Program Responsibilities if applicable) located outside of the primary service region to deliver the program in the primary service region in accordance with Subsection b.ii.1). below. The Institution Plan developed by a Designated Institution shall include at a minimum the following:

- The ongoing and future workforce and educational needs of the region.

- A description of the academic programs to be delivered in the primary service region, or outside of the primary service region, by the Designated Institution and the resources to be employed.

- A description of service region Programs offered, or to be offered, in the primary 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 primary service region by an institution with Statewide Program Responsibilities, or by the Designated Institution in coordination with the institution holding the Statewide Program Responsibility.

- 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 Institution 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, Institution Plans shall be updated and submitted to OSBE as follows:

- At least sixty (60) days prior to submitting to OSBE preliminary Institution Plans shall be submitted to the Council for Academic Affairs and Programs (CAAP) for review, discussion and coordination.

- Following review by CAAP, Institution Plans shall be submitted to OSBE according to the template developed by the CAO. Upon submission of the Institution Plans to OSBE. The CAO shall review the Institution Plans for the purpose of optimizing collaboration and coordination among institutions, ensuring efficient use of resources, and avoiding unnecessary duplication of programs.

- In the event the CAO recommends material changes, the CAO shall work with the institutions and then 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 Institution Plans at a subsequent Board meeting. Every two years the Board shall approve the Institution Plans through the Five-Year Plan submitted by OSBE. Board approval of Institution Plans 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 | M.S.W. |

| | |
|---|---|
| with ISU) | |
| 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. |
| 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 n 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<br>• Animal Science<br>• Plant Science<br>• Agricultural Economics<br>• Food Science<br>• Veterinary Science | <br>B.S., M.S.<br>M.S., Ph.D.<br>B.S., M.S.<br>B.S., M.S., Ph.D.<br>M.S., DVM |
| Natural Resources<br>• Forestry & Forest Products<br>• Wildlife<br>• Fisheries (Resources)<br>• Conservation Science<br>• Range Science | <br>B.S., M.S. (Distance Ed)<br>B.M.<br>B.S., M.S.<br>B.S., M.S.<br>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 Statewide Programs.

ii. Service Region Program Delivery

A Designated Institution shall have the Service Region Program Responsibility to assess and ensure the delivery of all educational programs and services necessary to meet the educational and workforce needs within its assigned primary service region.

1) Program Offerings by Partnering Institutions

If a Partnering Institution (other than an institution with Statewide Program Responsibilities) 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 updated Institution 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) of receiving the request from a Partnering Institution to offer said program 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 shall be entered into based on the following guidelines, unless otherwise approved by the Board.

If an institution with Statewide Program Responsibilities has submitted the information set forth in Subsection 2.a.ii. 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 Institution Plan and enter into an MOU with the institution with Statewide Program Responsibilities in accordance with this policy. If, prior to the submission of an updated Institution 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 Statewide Program Responsibilities and the Designated Institution shall enter into an MOU for the delivery of such program in accordance with the provisions of this policy.

iv. Facilities

For programs offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) within a municipal or metropolitan area that encompasses the campus of a Designated Institution 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 property or 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 of a location other than the campus or adjacent thereto 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 with Statewide Program Responsibilities, 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 with Statewide Program Responsibilities, 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

Service Region Program offerings shall not unnecessarily duplicate those currently offered at the campus of the Designated Institution. If courses necessary to complete a Statewide Program are offered by the Designated Institution, they shall be used and articulated into the Statewide 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~~

~~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.~~

~~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 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:~~

~~(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.~~

~~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, 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~~Institutions with ~~statewide~~ Statewide Program or Service Region ~~mission~~ Program Responsibilities 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 Institution Plan~~eight (8) year Plan~~.

~~(1)~~ 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)~~2) 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 region~~ 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), 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.

vii. ~~e.~~ Discontinuance of ~~Offerings~~Programs

Unless otherwise agreed between an institution with ~~statewide~~ Statewide ~~mission owning institution~~Program Responsibilities and the ~~designated~~ Designated ~~institution~~ Institution pursuant to an MOU, if, for any reason, a ~~designated~~ Designated ~~institution~~ Institution offering programs ~~or courses~~ in its service region that supports a ~~statewide~~ Statewide ~~mission program~~ Program of another institution, wishes 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 Service Region ~~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 Education~~Board and to oversight and advisory councils. In such case, the institution ~~statewide~~ with Statewide or Service Region ~~mission~~ Program Responsibilities ~~owning institution will~~shall 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 or Service Region ~~mission~~ Program ~~owning institution~~ be 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).~~

~~f~~3. ~~.~~ Existing Programs

Programs ~~and courses~~ being offered by a ~~partnering~~ Partnering ~~institution~~ Institution (whether an institution with ~~statewide~~ Statewide ~~mission~~ Program Responsibilities~~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~~

~~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 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.~~

~~6~~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 ~~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~~herein.

~~7~~5. 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~~

~~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.~~

~~9~~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 ~~designated~~ Service ~~regional~~ Region~~assignment~~, the contracting institution ~~will~~shall notify the ~~designated~~ Designated ~~institutions~~ Institutions in the ~~service~~ Service ~~region~~ Region and institutions with ~~holding a~~ ~~statewide~~ Statewide ~~mission~~Program Responsibilities, 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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**Idaho State Board of Education**

# GOVERNING POLICIES AND PROCEDURES

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: Z. Planning and Delivery of Postsecondary Programs and Courses**

**June 2010**

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The purpose of this policy is to ensure that Idaho's public postsecondary institutions meet the educational and workforce needs of the state through academic planning, alignment of programs and courses (hereinafter referred to collectively as "programs"), and collaboration and coordination. This subsection shall apply to the 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 (hereinafter "institutions"). 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 requires the preparation and submission of academic plans to advise and inform 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 Statewide and Service Region Program Responsibilities. These provisions also require collaborative and cooperative agreements, or memorandums of understanding, between and among the institutions.

This policy is not applicable to programs 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 particular educational program identified by the Board to be delivered by a single institution which meets statewide educational and workforce needs.

   b. "Statewide Program Responsibility" shall mean an institution's responsibility to offer and deliver a Statewide Program in all regions of the state. Statewide Program Responsibilities are assigned to specific institutions by the Board, taking into account the degree to which such programs are uniquely provided by an institution.

   c. "Service Region Program" shall mean an educational program to be delivered by the institution within its respective service region that meets regional educational and workforce needs.

   d. "Service Region Program Responsibility" shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its primary service region as defined in Section III.L.3. Service Region Program Responsibilities are assigned to the Designated Institution in each service region, but may

be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy.

e. "Designated Institution" shall mean an institution whose main campus is located in a service region as identified in Section III.L.3.

f. "Partnering Institution" shall mean either (i) an institution whose main campus is located outside of a Designated Institution's identified service region but which, pursuant to a Memorandum of Understanding, offers Regional Programs in the Designated Institution's primary service region, or (ii) an institution not assigned a Statewide Program Responsibility which, pursuant to a Memorandum of Understanding with the institution assigned the Statewide Program Responsibility, offers and delivers a statewide educational program.

2. Planning and Delivery Process and Requirements

a. Planning

i. Five-Year Plan

The Office of the State Board of Education (OSBE) shall, utilizing the Institution Plans submitted to OSBE, create and maintain a rolling five (5) year academic plan (Five-Year Plan) which includes all current and proposed institution programs. The Five-Year Plan shall be approved by the Board every two years.

ii. Institution Plan

Each institution shall, in accordance with a template to be developed by the Board's Chief Academic Officer (CAO), create and submit to OSBE a rolling five (5) year academic plan, to be updated every two years, that describes all current and proposed programs and services to be offered in alignment with each institution's Statewide and Service Region Program Responsibilities (the Institution Plan). Institution Plans shall be developed pursuant to a process of collaboration and communication with the other institutions in the state.

1) Statewide Program Institution Plan

Institutions assigned a Statewide Program Responsibility shall plan for and determine the best means to deliver such program. Each institution assigned a Statewide Program Responsibility shall include in its Institution Plan all currently offered and proposed programs respond to the workforce and educational needs of the state relating to such Statewide Program Responsibilities. At a minimum, for new Statewide Programs, each Institution Plan shall include the following:

- A needs assessment pursuant to guidelines developed by the 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 with Partnering Institutions pursuant to Subsection b.iii. below.
- If it is anticipated that the Statewide Program is to be delivered pursuant to an agreement with a Partnering Institution, within three (3) years of approval of the Institution 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) Service Region Program Institution Plan

It is the responsibility of the Designated Institution to plan for and determine the best means to deliver a Service Region Program. A Designated Institution shall include in its Institution Plan all current and proposed programs offered or to be offered that respond to the educational and workforce needs of its primary service region. It is intended that the Designated Institution communicate and collaborate with other institutions located outside of the primary service region in developing its Institution Plan. If, in the course of developing or updating its Institution Plan, the Designated Institution identifies a need for the delivery of a program within its primary service region, and the Designated Institution is unable to provide the program, then the Designated Institution shall coordinate with a Partnering Institution (including institutions with Statewide Program Responsibilities if applicable) located outside of the primary service region to deliver the program in the primary service region in accordance with Subsection b.ii.1). below. The Institution Plan developed by a Designated Institution shall include at a minimum the following:

- The ongoing and future workforce and educational needs of the region.
- A description of the academic programs to be delivered in the primary service region, or outside of the primary service region, by the Designated Institution and the resources to be employed.

- A description of service region Programs offered, or to be offered, in the primary 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 primary service region by an institution with Statewide Program Responsibilities, or by the Designated Institution in coordination with the institution holding the Statewide Program Responsibility.

- 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 Institution 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, Institution Plans shall be updated and submitted to OSBE as follows:

- At least sixty (60) days prior to submitting to OSBE preliminary Institution Plans shall be submitted to the Council for Academic Affairs and Programs (CAAP) for review, discussion and coordination.

- Following review by CAAP, Institution Plans shall be submitted to OSBE according to the template developed by the CAO. Upon submission of the Institution Plans to OSBE. The CAO shall review the Institution Plans for the purpose of optimizing collaboration and coordination among institutions, ensuring efficient use of resources, and avoiding unnecessary duplication of programs.

- In the event the CAO recommends material changes, the CAO shall work with the institutions and then 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 Institution Plans at a subsequent Board meeting. Every two years the Board shall approve the Institution Plans through the Five-Year Plan submitted by OSBE. Board approval of Institution Plans 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. |
| 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 n 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<br>• Animal Science<br>• Plant Science<br>• Agricultural Economics<br>• Food Science<br>• Veterinary Science | <br>B.S., M.S.<br>M.S., Ph.D.<br>B.S., M.S.<br>B.S., M.S., Ph.D.<br>M.S., DVM |
| Natural Resources<br>• Forestry & Forest Products<br>• Wildlife<br>• Fisheries (Resources)<br>• Conservation Science<br>• Range Science | <br>B.S., M.S. (Distance Ed)<br>B.M.<br>B.S., M.S.<br>B.S., M.S.<br>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 Statewide Programs.

ii. Service Region Program Delivery

A Designated Institution shall have the Service Region Program Responsibility to assess and ensure the delivery of all educational programs and services necessary to meet the educational and workforce needs within its assigned primary service region.

1) Program Offerings by Partnering Institutions

If a Partnering Institution (other than an institution with Statewide Program Responsibilities) 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 updated Institution 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) of receiving the request from a Partnering Institution to offer said program 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 shall be entered into based on the following guidelines, unless otherwise approved by the Board.

If an institution with Statewide Program Responsibilities has submitted the information set forth in Subsection 2.a.ii. 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 Institution Plan and enter into an MOU with the institution with Statewide Program Responsibilities in accordance with this policy. If, prior to the submission of an updated Institution 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 Statewide Program Responsibilities and the Designated Institution shall enter into an MOU for the delivery of such program in accordance with the provisions of this policy.

iv. Facilities

For programs offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) within a municipal or metropolitan area that encompasses the campus of a Designated Institution 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 property or 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 of a location other than the campus or adjacent thereto 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 with Statewide Program Responsibilities, 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 with Statewide Program Responsibilities, 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

Service Region Program offerings shall not unnecessarily duplicate those currently offered at the campus of the Designated Institution. If courses necessary to complete a Statewide Program are offered by the Designated Institution, they shall be used and articulated into the Statewide Program.

vi. Program Transitions

Institutions with Statewide Program or Service Region Program Responsibilities 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:

1) The institution shall identify its intent to develop the program in the next update of its Institution Plan. The institution shall demonstrate its ability to offer the program through the requirements set forth in Subsection b.ii.1). above.

2) 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, but in no event earlier than two (2) years from the date of notice (unless otherwise agreed), 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

Unless otherwise agreed between an institution with Statewide Program Responsibilities and the Designated Institution pursuant to an MOU, if, for any reason, a Designated Institution offering programs in its service region that supports a Statewide Program of another institution, wishes to discontinue offering such program(s), it shall use its best efforts to provide the institution with Statewide or Service Region 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 with Statewide or Service Region Program Responsibilities 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 or Service Region 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 with Statewide Program Responsibilities, 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 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 herein.

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 with Statewide Program Responsibilities, 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 insomuch as is possible.

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**Idaho State Board of Education**

# GOVERNING POLICIES AND PROCEDURES

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: Z. Planning and Delivery of Postsecondary Programs ~~April~~and Courses**

**June 2011**

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 (hereinafter referred to collectively as "programs"), and ~~the~~ collaboration and coordination ~~of programs~~. This subsection shall apply to the 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.~~ (hereinafter "institutions"). 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~~This policy requires the preparation and submission of academic plans to advise and inform 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~~Service Region Program Responsibilities. These provisions also require 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 particular educational program ~~assigned~~ identified by the Board to ~~an~~be delivered by a single institution ~~that the Board has determined~~which meets ~~a particular~~statewide educational and workforce ~~need in all regions of the state.~~ needs.

   ~~"Regional~~

   b. "Statewide Program Responsibility" shall mean ~~any other program that is not~~an institution's responsibility to offer and deliver a Statewide Program ~~delivered by~~ in all regions of the state. Statewide Program Responsibilities are assigned to specific

institutions by the Board, taking into account the degree to which such programs are uniquely provided by an institution~~ in~~.

c. "Service Region Program" shall mean an educational program to be delivered by the institution within its ~~assigned~~ respective service region that meets regional educational and workforce needs.

~~b.~~d. "Service Region Program Responsibility" shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its primary service region as defined in Section III.L.3. Service Region Program Responsibilities are assigned to the Designated Institution in each service region, but may be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy.

~~c.~~e. "Designated Institution" shall mean an institution whose main campus is located in a service region as identified in Section III.L.3.

f. "Partnering Institution" shall mean either ~~an institution without a responsibilty to deliver a Statewide Program that, pursuant to a Memorandum of Understanding, offers Statewide Programs, or~~ (i) an institution whose main campus is located outside of a Designated Institution's identified service region ~~that~~but which, pursuant to a Memorandum of Understanding, offers Regional Programs in ~~such~~the Designated Institution's primary service region~~.~~, or (ii) an institution not assigned a Statewide Program Responsibility which, pursuant to a Memorandum of Understanding with the institution assigned the Statewide Program Responsibility, offers and delivers a statewide educational program.

~~d.~~

2. Planning and Delivery Process and Requirements

a. Planning

i. Five-Year Plan

The Office of the State Board of Education (OSBE) shall, utilizing the Institution Plans submitted to OSBE, create and maintain a rolling five (5) year academic plan (Five-Year Plan) ~~that describes~~which includes all current and proposed institution 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~~approved by the Board every two years~~ through the following processes~~.

ii. ~~Institutional~~Institution Plan

Each institution shall, in accordance with a template to be developed by the Board's Chief Academic Officer (CAO), create and submit to OSBE a rolling five (5) year academic plan, to be updated every two years, that describes all current and proposed programs and services to be offered in alignment with each institution's responsibility to deliver Statewide and Regional ProgramsService Region Program Responsibilities (the Institution Plan). Institution Plans shall be developed pursuant to a process of collaboration and communication with the other institutions in the state.

1) Statewide Program Institution Plan

It is the responsibility of the institutionInstitutions assigned a Statewide Program toResponsibility shall plan for and determine the best means to deliver such program. Each institution assigned a Statewide Program Responsibility shall create and maintaininclude in its Institution Plan the all currently offered and proposed programs to be offered to respond to the workforce and educational needs of the state relating to such Statewide Program assignment.Responsibilities. At a minimum, for new Statewide Programs, each Institution 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 InstitutionInstitutions 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 Institution 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) RegionalService Region Program Institution Plan

It is the responsibility of the Designated Institution to plan for and determine the best means to deliver a RegionalService Region Program. A Designated Institution shall create and maintaininclude in its Institution Plan the all current and proposed programs offered or to be offered tothat respond to the educational and workforce needs of its primary service region. It is intended that the Designated Institution communicate and collaborate with other institutions located outside of the primary service region in developing its Institution Plan. If, in the course of developing or updating its Institution Plan, the Designated Institution identifies a need for the delivery of a program within its primary 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 with Statewide Program Responsibilities if applicable) located outside of the primary service region to deliver the program in the primary service region in accordance with Subsection b.ii.1). below. The Institution Plan developed by a Designated Institution shall include at a minimum the following:

- A needs assessment that identifies theThe ongoing and future workforce and educational needs of the region.

- A description of the academic programs to be delivered in the primary service region, or outside of the primary service region, by the Designated Institution and the resources to be employed.

- A description of Regionalservice region Programs offered, or to be offered, in the service regionprimary 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 primary service region by an institution with responsibility to deliver a Statewide Program Responsibilities, or by the Designated Institution in coordination with the institution responsible forholding the delivery of suchStatewide Program Responsibility.

- 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 Institution 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, Institution Plans shall be updated and submitted to OSBE as follows:

- At least sixty (60) days prior to submitting to OSBE preliminary Institution Plans shall be submitted to the Council for Academic Affairs and Programs (CAAP) for review, discussion and coordination ~~among~~ .

- Following review by CAAP ~~members. Institutions~~, Institution Plans shall ~~use~~ be submitted to OSBE according to the template developed by the CAO ~~for submission of the Plans~~. Upon submission of the Institution Plans to OSBE~~,~~ . The CAO shall review the Institution Plans for the ~~CAO shall review the Plans to optimize~~purpose of optimizing collaboration and coordination among ~~the~~ institutions, ~~ensure the~~ensuring efficient use of resources, and ~~the avoidance of~~avoiding unnecessary duplication of programs.

- In the event the CAO recommends material changes, the CAO shall work with the institutions and then 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 Institution Plans at a subsequent Board meeting. Every two years the Board shall approve the Institution Plans through the Five-Year Plan submitted by OSBE. Board approval of ~~the Plan~~Institution Plans 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. |
| 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~~n 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 | |
| • Animal Science | B.S., M.S. |
| • Plant Science | M.S., Ph.D. |
| • Agricultural Economics | B.S., M.S. |
| • Food Science | B.S., M.S., Ph.D. |

| | |
|---|---|
| • Veterinary Science | M.S., DVM |
| Natural Resources<br>• Forestry & Forest Products<br>• Wildlife<br>• Fisheries (Resources)<br>• Conservation Science<br>• Range Science | <br>B.S., M.S. (Distance Ed)<br>B.M.<br>B.S., M.S.<br>B.S., M.S.<br>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~~Service Region Program Delivery

A Designated Institution shall have the ~~responsibility~~Service Region Program Responsibility to assess and ensure the ~~Regional Program~~ delivery ~~for~~of all educational programs and services necessary to meet the educational and workforce needs within its assigned primary 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 Responsibilities) identifies a ~~service region program~~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 updated Institution 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) of receiving the request from a Partnering Institution to offer said program 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~~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~~shall be entered into based on the following guidelines, unless otherwise approved by the Board.

If an institution with ~~responsibility to deliver a~~ Statewide Program Responsibilities has submitted the information set forth in Subsection 2.a.ii. 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 Institution Plan and enter into an MOU with the institution ~~responsible for delivery of a~~ with Statewide Program Responsibilities in accordance with this policy. If, prior to the submission of an updated Institution 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 Responsibilities and the Designated Institution shall enter into an MOU for the delivery of such program in accordance with the provisions of this policy.

iv. Facilities

For programs offered by a Partnering Institution (whether an institution ~~responsible for the delivery of a~~with Statewide Program Responsibilities, or otherwise) within a municipal or metropolitan area that encompasses the campus of a Designated Institution~~.~~

~~iv. Facilities~~

~~Offerings~~ 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 property or 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 of a location other than the campus or adjacent thereto 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 awith Statewide Program Responsibilities, 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 awith Statewide Program Responsibilities, 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

Service Region Program offerings shall not unnecessarily duplicate those currently offered at the campus of the Designated Institution. If courses necessary to complete a programStatewide Program are offered by the Designated Institution, they shall be used and articulated into the programStatewide Program.

vi. Program Transitions

An institution responsible for aInstitutions with Statewide or Regional Program or Service Region Program Responsibilities 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 Institution Plan. The institution shall demonstrate its ability to offer the program through the requirements set forth in Subsection b.ii.1). above.

3)2) 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, but in no event earlier than two (2) years from the date of notice (unless otherwise agreed), 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

WhenUnless otherwise agreed between an institution offeringwith Statewide or Regional ProgramsProgram Responsibilities and the Designated Institution pursuant to an MOU determines, if, for any reason, a Designated Institution offering programs in its service region that supports a Statewide Program of another institution, wishes to discontinue offering such program(s), it shall use its best efforts to provide the institution with Statewide or RegionalService Region Program responsibilityResponsibility 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 thewith Statewide or RegionalService Region Program Responsibilities 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 or Service Region 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 awith Statewide Program Responsibilities, 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 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~~herein.

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~~with Statewide Program Responsibilities, 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 insomuch as is possible.

**SUBJECT**

Accountability Oversight Committee

**BACKGROUND/DISCUSSION**

The Accountability Oversight Committee was established in February 2010. The committee provides oversight on the statewide assessment system, effectiveness of the statewide system, and recommends improvement or changes needed. Two of the four members recommended by the Governor are up for reappointment. The Governor has recommended reappointment of the two existing members whose terms have expired.

The committee consists of:

- The Superintendent of Public Instruction,
- Two Board members, and
- Four members, recommended by the Governor and appointed by the Board, one of which will serve as the chair of the committee

**IMPACT**

Reappointment of these two positions will allow for continuity of members.

**ATTACHMENTS**

Attachment 1 – Committee Appointee Biographies Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends the reappointment of the committee members recommended by the Governor.

**BOARD ACTION**

I move to reappoint John Goedde to the Accountability Oversight Committee for a two (2) year term, effective July 1, 2011.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to reappoint Jackie Thomason to the Accountability Oversight Committee for a two (2) year term, effective July 1, 2011.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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## Accountability Oversight Committee Appointee Biographies

**John Goedde**

Senator John Goedde is currently serving his 5th term in the Idaho Legislature and is the chairman of the Senate Education Committee. He has also served on numerous education and taxation committees and taskforces. Senator Goedde has been very active in local Coeur d'Alene government and civic groups. His community involvement includes past Coeur d'Alene and North Idaho Chamber of Commerce Board memberships and chairman; School District #271 Long Range Planning Committee and Board of Trustees; Coeur d'Alene Junior Miss Pageant and Committee; a founding member of the Idaho Highway Coalition; the North Idaho Alzheimer's Association; and local Jaycee, Rotary and Boy Scouts of America Clubs. He has served on numerous local & state insurance, economic, education, and political groups. His active participation in these groups has earned him several awards over the years, such as the 2000 Idaho Insurance Underwriters Association's Agent of the Year and the 2007 Mountain Plains Adult Education Association's Legislator of the Year. Senator Goedde and his wife Terri live in Coeur d' Alene, where John has been the owner of Panhandle Insurance Agency, Inc since 1983.

**Jackie Thomason**

Jackie Thomason is the Director of Accountability and Assessment in Joint School District No. 2 in Meridian, Idaho. She is also an adjunct professor at the University of Idaho and currently teaches the Leading Continuous School Improvement course for master students. Jackie has 30 years of experience in public schools as a classroom teacher, Title I teacher and administrator, and Assessment Director. Her awards include the Apple Computer Innovative Technology Award, Teacher of the Year Award, and the Presidential Award for Excellence in Science and Mathematics Teaching. Her research on the use of data for school improvement was selected for presentation at the 2006, 2007, and 2008 American Educational Research Association Conferences. Jackie received her bachelor's degree in elementary education from Boise State University, her master's and education specialist degrees from the University of Idaho, and is currently working on her doctoral degree at the University of Idaho.

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**SUBJECT**

Blackboard Consortium Agreement

**BACKGROUND/DISCUSSION**

Board staff, Idaho public postsecondary institutions, and the Idaho Digital Learning Academy (IDLA) have been working with Blackboard to develop a statewide consortium agreement of services. More information will be forthcoming.

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**STATE DEPARTMENT OF EDUCATION**
**JUNE 23, 2011**


| TAB | DESCRIPTION | ACTION |
|---|---|---|
| 1 | **SUPERINTENDENT'S UPDATE** | Information Item |
| 2 | **PROPOSED RULE CHANGE TO IDAPA 08.02.02.004, RULES GOVERNING UNIFORMITY, INCORPORATION BY REFERENCE** | Motion to Approve |
| 3 | **CORRECTION TO SCHOOL DISTRICT BOUNDARY** | Motion to Approve |
| 4 | **APPOINTMENTS TO THE PROFESSIONAL STANDARDS COMMISSION** | Motion to Approve |
| 5 | **REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR GARDEN VALLEY SCHOOL DISTRICT** | Motion to Approve |
| 6 | **REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR MOSCOW SCHOOL DISTRICT** | Motion to Approve |
| 7 | **REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR WALLACE SCHOOL DISTRICT** | Motion to Approve |
| 8 | **SCHOOL DISTRICT REQUESTS TO TRANSPORT STUDENTS LESS THAN ONE-AND-ONE-HALF MILES FOR THE 2010-2011 SCHOOL YEAR** | Motion to Approve |

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**STATE DEPARTMENT OF EDUCATION**
**JUNE 23, 2011**

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**SUBJECT**

Superintendent of Public Instruction Update to the State Board of Education

**BACKGROUND/DISCUSSION**

Superintendent of Public Instruction, Tom Luna, will provide an update on the State Department of Education.

Topics covered may include, but will not be limited to:

- Department of Education Technology Task Force Issues
- Report on No Child Left Behind (NCLB)
- ACT/SAT Assessment

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

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## SUBJECT

Proposed rule change to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference

## REFERENCE

November 7, 2008 — M/S (Luna/Agidius): To approve the changes to the Standards for Idaho School Buses and Operations to be incorporated by reference into rule. Motion carried unanimously.

## APPLICABLE STATUTE, RULE, OR POLICY

Section 33-105, Idaho Code
Idaho Administrative code, IDAPA 08.02.02 – Section 004, Incorporation by Reference

## BACKGROUND/DISCUSSION

In May of 2010 the National Congress on School Transportation (National Standards) enacted changes affecting Idaho's school transportation program. In accordance to § 33-1511(2), Idaho Code, *Standards for Idaho School Buses and Operations* (SISBO) must be modified to reflect changes in National Standards.

Significant discussion related to school transportation in Idaho continues following operations and funding changes enacted during the 2010 legislative session.

Recent changes enacted at the 2010 National Standards call for response by the State Department of Education Division of School Transportation. Consequently, the Department desires to engage in rulemaking related to school transportation in Idaho.

A summary of the changes to the referenced rule of the Standards for Idaho School Buses and Operations include:

- Throughout the document there have been changes to the school bus construction standards such as alternator output rating, exhaust after treatment system, tail pipe, diesel exhaust fluid (DEF), supply tank, transmission parking pawl, undercoating, bumper of a Type A bus, entrance door glass, changes in alternative fuel.

- Within the document there have been changes to driver's qualification, such as personnel file and a minimum of contents.

- Within the document there have been changes to school transportation operations at a local level such as school bus idling time and driver rapport with students.

- Within the document there have been changes to reimbursement such as reimbursement for fieldtrip, shuttle trips, and school bus depreciation funds.

- Changes have also been made in the student transportation matrix to reflect the changes made in SISBO.

**ATTACHMENTS**

Attachment 1 – Idaho Administrative code, IDAPA 08.02.02 – Section 004, Incorporation by Reference Page 3
Attachment 2 – Standards for Idaho School Buses and Operations (SISBO) Manual Page 5

**BOARD ACTION**

A motion to approve the Standards for Idaho School Buses and Operations (SISBO) manual as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.02.004, Rules Governing Uniformity as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**IDAPA 08**
**TITLE 02**
**CHAPTER 02**

## 08.02.02 - RULES GOVERNING UNIFORMITY

**004. INCORPORATION BY REFERENCE.**
The State Board of Education adopts and incorporates by reference into its rules: (5-8-09)

**01. Idaho Standards for the Initial Certification of Professional School Personnel as approved on November 17, 2010**. Copies of this document can be found on the Office of the State Board of Education website. (4-7-11)

**02. Standards for Idaho School Buses and Operations as approved on ~~November 7, 2008~~**June 23, 2011. The Standards for Idaho School Buses and Operations are available at the Idaho State Department of Education, 650 W. State St., Boise Idaho, 83702 and can also be accessed electronically at the website.~~(4-7-11)~~(  )

**03. Operating Procedures for Idaho Public Driver Education Programs as approved on November 17, 2010**. The Operating Procedures for Idaho Public Driver Education Programs are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702 and can also be accessed electronically. (4-7-11)

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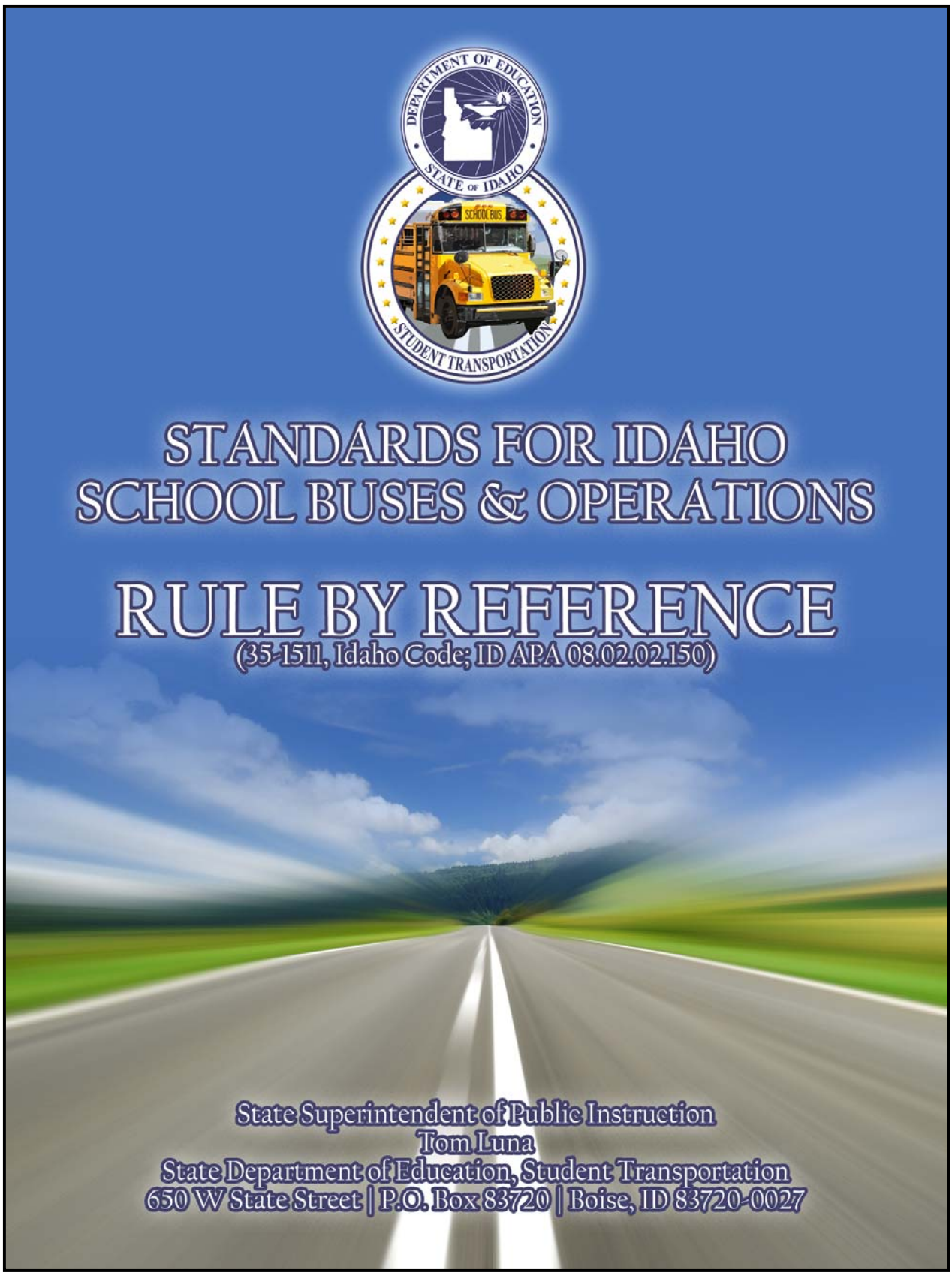
DEPARTMENT OF EDUCATION
STATE OF IDAHO
SCHOOL BUS
STUDENT TRANSPORTATION
STANDARDS FOR IDAHO
SCHOOL BUSES & OPERATIONS
RULE BY REFERENCE
(35-1511, Idaho Code; ID APA 08.02.02.150)
State Superintendent of Public Instruction
Tom Luna
State Department of Education, Student Transportation
650 W State Street | P.O. Box 83720 | Boise, ID 83720-0027

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(Rule by Reference – IDAPA 08.02.02.150-219)

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**STANDARDS FOR IDAHO SCHOOL BUSES AND OPERATIONS**
**(Rule by Reference – IDAPA 08.02.02.150-219)**

## ~~1.~~ INTRODUCTION TO SCHOOL BUS CONSTRUCTION STANDARDS

~~1.1.~~A. -This edition of *Standards for Idaho School Buses and Operations* ~~–*November 7, 2008*,~~ is based on the latest report from the ~~Fourteenth~~ Fifteenth National Congress on School Transportation, Warrensburg, Missouri, May ~~2005~~2010 (*National School Transportation Specifications & Procedures*). (33-1511, Idaho Code)

~~1.2.~~B. -This portion of *Standards for Idaho School Buses and Operations* ~~–*November 7, 2008*,~~ is divided into five sections: Chassis Standards, Body Standards, Standards for Specially Equipped School Buses, Standards for Alternative Fuel for School Buses and Removal from Service Criteria. There are two basic reasons for this format: (1) to define minimum chassis and body standards and (2) to assign responsibility for providing specific equipment. Items delineated in the chassis standards are to be provided by the chassis manufacturer. Items delineated in the body standards are to be provided by the body manufacturer. Most of the items delineated in the Specially Equipped School Bus Section are to be provided by the body manufacturer and most of the requirements for Standards for Alternative Fuel for School Buses are the responsibility of the chassis manufacturer. Therefore, whenever a school district purchases these types of vehicles, special attention must be given to both the chassis specifications and the body specification as they relate to the specific manufacturers.

~~1.3.~~C. -For new vehicles, it is the responsibility of the vehicle manufacturers to certify compliance with applicable federal standards by installing a certification plate in the driver's area on each vehicle. However, as the vehicle is maintained over its useful life, it is the responsibility of those who supervise and perform work on the vehicle to assure on-going compliance with all applicable standards. When routine maintenance checks reveal any unsafe condition as defined in these standards, the school district will remove the vehicle from service and will eliminate the deficiency before returning the vehicle to service. For this reason, maintenance personnel training, quality components, quality workmanship and thorough maintenance records are essential.

## ~~2.~~ STATUTORY AUTHORITY

~~2.1.~~A. The State Board of Education shall adopt, publish and distribute and from time to time as need therefore arises amend, minimum standards for the construction of school buses, the basis of which standards shall be those incorporated in the latest report of the National Conference on School Transportation, which report shall be filed with the Idaho State Police. (33-1511, Idaho Code)

~~2.2.~~B. All school buses shall at all times conform to the standards of construction prescribed therefore by the state board of education. Before any newly acquired school bus is used for transporting pupils it shall be inspected by a duly authorized representative of the state department of education, and if, upon inspection, it conforms to prescribed standards of construction, or such other standards prescribed by law or regulation, it may be used for transporting pupils; otherwise, no such school bus shall be used for that purpose. The board of trustees of each school district shall provide for an annual inspection of all school buses by district personnel or upon contract at intervals of not more than twelve (12) months. The district, over the signature of the superintendent, shall file with the state department of education its report of inspection of the school buses operated by the authority of the school district. At intervals of not more than sixty (60) days during each school year the board of trustees shall cause inspection to be made of all school buses operating under the authority of the board. In addition, the state department of education shall conduct random, spot inspections of school buses throughout the school year. Whenever any school bus is found, upon inspection, to be deficient in any of the prescribed standards, or is found in any way to be unsafe or unfit for the transportation of pupils, such vehicle shall be withdrawn from service and shall not be returned to service until the district certifies the necessary repairs have been made. (33-1506, Idaho Code)

~~2.3.~~C. Administrative Rules of the State Board of Education: IDAPA 08.02.02.150 and IDAPA 08.02.02.160.

## ~~3.~~ RESPONSIBILITIES OF SUPPLIERS

~~3.1.~~A. Delivery Requirements: The school bus manufacturer shall provide the following materials to the purchaser of a new school bus at the time the unit is delivered to the purchasing school district or contractor. Also, the new school bus dealer, school district or contractor shall temporarily provide the following materials to the state school bus inspector at the time the unit undergoes its new school bus state inspection.

~~3.1.1.~~ 1. Line set tickets for each bus built as a complete unit, and a separate set of line set tickets for buses manufactured in two pieces.

~~3.1.2.~~ 2. A copy of a completed pre-delivery inspection (PDI) form for each individual unit.

~~3.1.3.~~ 3. Warranty book and statement of warranty for each individual unit. All warranties shall commence on the day that the purchaser accepts possession of the completed bus.

~~3.1.4.~~ 4. Service manual (or related resource) for each individual unit or group of identical units.

~~3.1.5.~~ 5.. Parts manual (or related resource) for each individual unit or group of identical units.

6. A copy of district bid specifications with the dealerships comments.

## ~~4.~~ DEFINITIONS

### ~~4.1.~~A. National School Transportation Specifications & Procedures – School Bus Types

#### ~~4.1.1.~~ 1. Type A

A Type "A" school bus is a van conversion or bus constructed utilizing a cutaway front-section vehicle with a left side driver's door. The entrance door is behind the front wheels. This definition includes two classifications: Type A1, with a Gross Vehicle Weight Rating (GVWR) less than or equal to 14,500 pounds; and Type A2, with a GVWR greater than 14,500 pounds and less than or equal to 21,500 pounds.

#### ~~4.1.2.~~ 2. Type B

A Type "B" school bus is constructed utilizing a stripped chassis. The entrance door is behind the front wheels. This definition includes two classifications; Type B1, with a GVWR less than or equal to 10,000 pounds; and Type B2, with a GVWR greater than 10,000 pounds.

#### ~~4.1.3.~~ 3. Type C

A Type "C" school bus is constructed utilizing a chassis with a hood and front fender assembly. The entrance door is behind the front wheels also known as a conventional style school bus. This type also includes the cut away truck chassis or truck chassis with cab with or without a left side door and with a GVWR greater than 21,500 pounds.

#### ~~4.1.4.~~ 4. Type D

A Type "D" school bus is constructed utilizing a stripped chassis. The entrance door is ahead of the front wheels also known as a rear engine or front engine transit style school bus.

### ~~4.2.~~B. Code of Federal Regulations 49CFR390.5 - Definitions

~~4.2.1.~~ 1. **Bus** means any motor vehicle designed, constructed, and or used for the transportation of passengers, including taxicabs.

~~4.2.2.~~ 2. **School bus** means a passenger motor vehicle~~,~~ which is designed or used to carry more than 10 passengers in addition to the driver, and which the Secretary determines is likely to be significantly used for the purpose of transporting preprimary, primary, or secondary school students to such schools from home or from such schools to home.

~~4.2.3.~~ 3. **School bus operation** means the use of a school bus to transport only school children and/or personnel from home to school and from school to home.

~~4.3.~~C. **Idaho Code 33-1504 - School Buses**

A motor vehicle shall be deemed a "school bus" when it has a seating capacity of more than ten (10) persons and meets the current national and state minimum standards for school bus construction, and is owned and operated by a school district or a common carrier and is used exclusively for transporting pupils, or is owned by a transportation contractor and is used regularly for transporting pupils.

~~4.4.~~D. **Idaho Code 49-120 (5) – School Buses**

"School bus" means every motor vehicle that complies with the color and identification requirements set forth in the most recent edition of "Minimum Standards for School Buses" and is used to transport children to or from school or in connection with school approved activities and includes buses operated by contract carriers.

~~4.5.~~E. **Technology and Equipment, New**

~~4.5.1.~~ 1. It is the intent of these standards to accommodate new technologies and equipment that will better facilitate the transportation of all students. When a new technology, piece of equipment or component is desired to be applied to the school bus and it meets the following criteria, it may be acceptable.

~~4.5.2.~~ 2. The technology, equipment or component shall not compromise the effectiveness or integrity of any major safety system, unless it completely replaces the system. (Examples of safety systems include, but are not limited to, compartmentalization, the eight-~~light~~ lamp warning system, emergency exits, and the yellow color scheme.)

~~4.5.3.~~ 3. The technology, equipment or component shall not diminish the safe environment of the interior of the bus.

~~4.5.4.~~ 4. The technology, equipment or component shall not create additional risk to students who are boarding or exiting the bus or are in or near the school bus loading zone.

~~4.5.5.~~ 5. The technology, equipment or component shall not create undue additional activity and/or responsibility for the driver.

~~4.5.6.~~ 6. The technology, equipment or component shall generally increase efficiency and/or safety of the bus, or generally provide for a safer or more pleasant experience for the occupants and pedestrians in the vicinity of the bus or generally assist the driver or make his/her many tasks easier to perform.

## ~~5.~~ WAIVERS

~~5.1.~~ A. The State Board of Education may grant a waiver of any construction standard not required by state or federal law to any school district, school bus manufacturer, or school bus dealer upon written request. Written requests shall be submitted to the State Department of Education Student Transportation Section which shall make an appropriate recommendation to the State Board of Education subsequent to review by the Student Transportation Steering Committee. The Board will not grant waivers of any construction standard required by state or federal law. State and federal law includes case law (including consent decrees), statutes, constitutions, and federal regulations. (33-1506, Idaho Code; IDAPA 08.02.01.001)

## ~~6.~~ BUS CHASSIS STANDARDS

### ~~6.1.~~A. Air Cleaner

~~6.1.1.~~ 1. A dry element type air cleaner shall be provided.

~~6.1.2.~~ 2. All diesel engine air filters shall include a latch-type restriction indicator that retains the maximum restriction developed during operation of the engine. The indicator should include a reset control so the indicator can be returned to zero when desired. Type A buses are not exempt from this requirement.

### ~~6.2.~~B. Air Conditioning (Non-Reimbursable Option – see exception)

~~6.2.1.~~ 1. Chassis installed air conditioning must meet the same requirements as those cited in the bus body standards under "Heating and Air Conditioning."

~~6.2.2.~~ 2. Reimbursement Exception: Air conditioning shall be reimbursable under the pupil transportation support program when the school district can demonstrate a need subsequent to an IDEA mandated related service.

### ~~6.3.~~C. Axles

~~6.3.1.~~The front and rear axle and suspension systems shall have gross axle weight rating ~~(GVWR)~~ (GAWR) at ground commensurate with the respective front and rear weight loads of the bus loaded to the rated passenger capacity.

### ~~6.4.~~D. Brakes (General)

~~6.4.1.~~ 1. The chassis brake system shall conform to the provisions of FMVSS No. 105, No. 106 and No. 121 as applicable.

~~6.4.2.~~ 2. The anti-lock brake system (ABS), provided in accordance with FMVSS No. 105 or No. 121, shall provide wheel speed sensors for each front wheel and for each wheel on at least one rear axle. The system shall provide anti-lock braking performance for each wheel equipped with sensors. (Four Channel System).

~~6.4.3.~~ 3. All brake systems should be designed to permit visual inspection of brake lining wear without removal of any chassis component(s).

~~6.4.4.~~ 4. The brake lines, booster-assist lines, and control cables shall be protected from excessive heat, vibration and corrosion and installed in a manner which prevents chafing.

~~6.4.5.~~ 5. The parking brake system for either air or hydraulic service brake systems may be of a power assisted design. The power parking brake actuator should be a device located on the instrument panel within seated reach of a 5th percentile female driver. As an option, the parking brake may be set by placing the automatic transmission shift control mechanism in the "park" position.

~~6.4.6.~~ 6. The power-operated parking brake system may be electronically interlocked to the engine key switch. Once the parking brake has been set and the ignition switch turned to the "off" position, the parking brake cannot be released until the key switch is turned back to the "on" position.

~~6.5.~~E. **Brakes (Hydraulic)**

~~6.5.1.~~ Buses using a hydraulic assist brake shall be equipped with audible and visible warning signals that provide a continuous warning to the driver of loss of fluid flow from the primary source and of a failure of the back-up pump system. Type A and B buses may be OEM standard.

~~6.6.~~F. **Brakes (Air)**

~~6.6.1.~~ 1. The air pressure supply system shall include a desiccant-type air dryer installed according to the manufacturers' recommendations. The air pressure storage tank system may incorporate an automatic drain valve.

~~6.6.2.~~ 2. The Chassis manufacturer should provide an accessory outlet for air-operated systems installed by the body manufacturer. This outlet shall include a pressure protection valve to prevent loss of air pressure in the service brake reservoir.

~~6.6.3.~~ 3. For air brake systems, an air pressure gauge shall be provided in the instrument panel capable of complying with CDL pre-trip inspection requirements.

~~6.6.4.~~ ~~4. All a~~Air brake-equipped buses may be equipped with a service brake interlock. If so equipped, the parking brake shall not release until the brake pedal is depressed.

~~6.6.5.~~ 5. Air brake systems shall include a system for anti-compounding of the service brakes and parking brakes.

~~6.6.6.~~ 6. Air brakes shall have both a visible and audible warning device whenever the air pressure falls below the level where warnings are required under FMVSS No. 121.

~~6.7.~~G. **Bumper (Front)**

~~6.7.1.~~ 1. All school buses shall be equipped with a front bumper. The front bumper shall be furnished by the chassis manufacturer as part of the chassis on all school bus types unless there is a specific arrangement between the chassis manufacturer and body manufacturer.

~~6.7.2.~~ 2. The front bumper shall be of pressed steel channel or equivalent material (except Type A-1 buses having a GVWR of 14,500 pounds or less which may be OEM supplied) at least 3/16" thick and not less than 8" wide (high). It shall extend beyond forward-most part of the body, grille, hood, and fenders and shall extend to outer edges of the fenders at the bumper's top line.

~~6.7.3.~~ 3. Type A buses having a GVWR of 14,500 pounds or less may be equipped with an OEM-supplied front bumper. The front bumper shall be of sufficient strength to permit being pushed by another vehicle on a smooth surface with a 5 degree, (8.7 percent) grade, without permanent distortion. The contact point on the front bumper is intended to be between the frame rails, with as wide a contact area as possible if the front bumper is used for lifting, the contact points shall be under the bumper attachments to the frame rail brackets unless the manufacturer specifies different lifting points in the owner's manual. Contact and lifting pressures should be applied simultaneously at both lifting points.

~~6.7.4.~~ 4. Front bumper, except breakaway bumper ends, shall be of sufficient strength to permit pushing a vehicle of equal gross vehicle weight without permanent distortion to the bumper, chassis, or body.

~~6.7.5.~~ 5. A towing device (hooks, eyes, bar) shall be furnished on all school bus types and attached so as not to project beyond the front bumper. Towing devices attached to the frame chassis shall be furnished by the chassis manufacturer. This installation shall be in accordance with the chassis manufacturer's specifications. Tow hooks or eyes shall have an individual strength rating of 13,500 pounds each, for a combined rating of 27,000 pounds. For pulling and lifting purposes, tow hooks are meant to be used simultaneously. For pulling, angularity applied to the tow hooks will decrease the capacities of the tow hooks.

~~6.7.6.~~ 6. **NOTE:** Type A buses are exempt from this requirement for front tow hooks or eyes due to built-in crush zones. Rear tow devices are addressed in the Bus Body Specifications under Towing Attachments Points.

~~6.7.7.~~ 7. The bumper shall be designed or reinforced so that it will not deform when the bus is lifted by a chain that is passed under the bumper (or through the bumper if holes are provided for this purpose) and attached to the towing (type A may be OEM) device(s). For the purpose of meeting this

specification, the bus shall be empty and positioned on a level, hard surface and the towing device(s) shall share the load equally.

~~6.8.~~H. **Certification**

~~6.8.1.~~ 1. The chassis manufacturer, upon request of the Idaho State Department of Education Student Transportation Section, shall certify that its product meets all Idaho minimum construction standards on items not covered by the FMVSS certification requirements of 49 CFR, Part 567.

~~6.8.2.~~ 2. The body manufacturer upon request of the Idaho State Department of Education Student Transportation Section shall certify that its product meets all Idaho minimum construction standards (Standards for Idaho School Buses and Operations) for items not covered by the FMVSS certification requirements of 49 CFR, Part 567.

~~6.9.~~I. **Clutch**

~~6.9.1.~~ 1. Clutch torque capacity shall be equal to or greater than the engine torque output.

~~6.9.2.~~ 2. A starter interlock shall be installed to prevent actuation of the starter if the clutch pedal is not depressed.

~~6.10.~~ J. **Color**

~~6.10.1.~~ 1. The chassis, including axle hubs and front bumper, shall be black. Body cowl, hood, and fenders shall be in national school bus yellow (NSBY). The flat top surface of the hood may be non-reflective black or non-reflective NSBY, according to School Bus Manufacturers Technical Council publication - 008.

~~6.10.2.~~ 2. Rims may be gray or black as received from the manufacturer.

~~6.10.3.~~ 3. Multi-Function School Activity Buses (MFSABs) shall be exempt from these requirements.

~~6.11.~~ K. **Drive Shaft**

~~6.11.1.~~ The drive shaft shall be protected by a metal guard or guards around the circumference of the drive shaft to reduce the possibility of its whipping through the floor or dropping to the ground, if broken.

~~6.12.~~ L. **Electrical System**

~~6.12.1.~~ 1. *Battery:*

~~6.12.1.1.~~ a. The storage battery shall have minimum cold cranking capacity rating (cold cranking amps) equal to the cranking current required for 30 seconds at 0 degrees Fahrenheit and a minimum reserve capacity rating of 120 minutes at 25 amps. Higher capacities may be required, depending upon optional equipment and local environmental conditions.

~~6.12.1.2.~~ b. Since all batteries are to be secured in a sliding tray in the body (type A and B buses may be OEM), chassis manufacturers shall temporarily mount the battery on the chassis frame, except that van conversion or cutaway front-section chassis may be secured in accordance with the manufacturer's standard configuration. In these cases, the final location of the battery and the appropriate cable lengths shall be agreed upon mutually by the chassis and body manufacturer. However, in all cases the battery cable provided with the chassis shall have sufficient length to allow some slack, and be of sufficient gauge to carry the required amperage.

~~6.12.2.~~ 2. *Alternator:*

~~6.12.2.1.~~ a. All Type A-2 buses and Type B buses with a GVWR of 15,000 lbs or less shall have, at a minimum, a 130 ampere alternator.

~~6.12.2.2.~~ b. Types A-2 and Type B buses over 15,000 lbs. GVWR and all type C and D buses shall be equipped with a heavy-duty truck or bus-type alternator ~~meeting SAE J 180~~, having a minimum output rating of ~~130~~ 160 amperes or higher, and should produce a minimum current output of 50 percent of the rating at engine idle speed.

~~6.12.2.3.~~ c. Buses equipped with an electrically powered wheelchair lift, air conditioning or other accessories may be equipped with a device that monitors the electrical system voltage and advances the engine idle speed when the voltage drops to, or below, a pre-set level.

~~6.12.2.4.~~ d. A belt alternator drive shall be capable of handling the rated capacity of the alternator with no detrimental effect on any other driven components. (See SBMTC; "School Bus Technical Reference," for estimating required alternator capacity, available at http://www.Nasdpts.org)

~~6.12.2.5.~~ e. A direct drive alternator is permissible in lieu of a belt driven alternator.

~~6.12.3.~~ 3. *Wiring:*

~~6.12.3.1.~~ a. All wiring shall conform to current applicable recommended practices of the Society of Automotive Engineers (SAE).

~~6.12.3.2.~~ b. All wiring shall use color and at least one other method of identification. The other method shall be either a number code or name code, and each chassis shall be delivered with a wiring diagram that illustrates the wiring of the chassis.

~~6.12.3.3.~~ c. The chassis manufacturer shall install a readily accessible terminal strip or plug on the body side of the cowl or in an accessible location in the engine compartment of vehicles designed without a cowl. The strip or plug shall contain the following terminals for the body connections:

~~6.12.3.3.1.~~ (1)Main 100 amp body circuit

~~6.12.3.3.2.~~ (2)Tail lamps

~~6.12.3.3.3.~~ (3)Right turn signal

~~6.12.3.3.4.~~ (4)Left turn signal

~~6.12.3.3.5.~~ (5)Stop lamps

~~6.12.3.3.6.~~ (6)Back up lamps

~~6.12.3.3.7.~~ (7)Instrument panel ~~lights~~ lamps (rheostat controlled)

~~6.12.3.4.~~ d. Multiplex wiring is recommended and may exempt manufacturers from some of the above wiring standards.

~~6.12.4.~~ 4. *Circuits:*

~~6.12.4.1.~~ a. An appropriate identifying diagram (color plus a name or number code) for all chassis electrical circuits shall be provided to the body manufacturer for distribution to the end user.

~~6.12.4.2.~~ b. The ~~headlight~~ headlamp system must be wired separately from the body-controlled solenoid.

~~6.12.4.3.~~ c. Multiplex wiring is recommended and may exempt manufacturers from some of the above circuitry standards.

~~6.12.5.~~ 5. *Daytime Running Lamps (DRL):*

~~6.12.5.1.~~ A daytime running lamps system meeting chassis manufacturer's specifications shall be provided.

~~6.13.~~ M. **Engine Fire Extinguisher (Non-Reimbursable Option – see exception)**

~~6.13.1.~~ The chassis manufacturer may provide an automatic fire extinguisher system in the engine compartment, which may be reimbursable with prior approval.

~~6.14.~~ N. **Exhaust System**

~~6.14.1.~~ 1. The exhaust pipe, muffler, ~~and~~ tailpipe,, and after treatment system -shall be outside the bus body compartment and attached to the chassis so as not to damage any other chassis component.

~~6.14.2.~~ 2. The tailpipe shall be constructed of a corrosion-resistant tubing material at least equal in strength and durability to 16-gauge steel tubing of equal diameter.

~~6.14.3.~~ 3. Chassis manufacturers shall furnish an exhaust system with tailpipe of sufficient length to exit the rear of the bus or at the left side of the bus body no more than 18 inches forward of the front edge of the rear wheel house opening. If designed to exit at the rear of the bus, the tailpipe shall extend at least five inches beyond the end of the chassis frame. If designed to exit to the side of the bus, the tailpipe shall extend at least 48.5 inches (51.5 inches if the body is to be 102 inches wide) outboard from the chassis centerline. The tailpipe may be flush with or shall not extend more than two inches beyond, the perimeter of the body for side exit or the, bumper for rear exit pipe. The exhaust system shall be designed such that exhaust gas will not be trapped under the body of the bus.

~~6.14.4.~~ 4. On Types C and D vehicles, the tailpipe shall not exit beneath a fuel fill or emergency door exit.

~~6.14.5.~~ 5. Type A and B chassis may be furnished with the manufacturer's standard tailpipe configuration.

~~6.14.5.1.~~ a. **NOTE:** See Bus Body Standards under Tailpipe.

~~6.14.6.~~ 6. The exhaust system on a chassis shall be adequately insulated from the fuel system.

~~6.14.7.~~ 7. The muffler shall be constructed of corrosion-resistant material.

~~6.14.8.~~ 8. The exhaust system on the chassis may be routed to the left of the right frame rail to allow for the installation of a power lift unit on the right side of the vehicle.

~~6.14.9~~ 9. Exceptions to Idaho exhaust system standards may be necessary in order to comply with changing federal emission standards on school buses. School bus manufacturers may submit a written request for an exception to an Idaho exhaust system standard to the State Department of Education Student Transportation Section. Any exhaust system exception to standard request must be linked to federal emission standards rationale. The request will then be reviewed by the Student Transportation Steering Committee.

10. The design of the after treatment systems shall not allow active (non-manual) regeneration of the particulate filter during the loading and unloading of passengers. Manual regeneration systems will be designed such that unintentional operation will not occur.

11. For after treatment systems that require Diesel Exhaust Fluid (DEF) to meet federally mandated emissions:

    a. The composition of Diesel Exhaust Fluid (DEF) must comply with International Standard ISO 22241-1. Refer to engine manufacturer for any additional DEF requirements.

    b. The DEF supply tank should be designed to meet a minimum ratio of 3 diesel fills to 1 DEF fill.

~~6.15.~~ O. **Fenders: Front-Type C Vehicles**

~~6.15.1.~~ 1. Total spread of outer edges of front fenders, measured at fender line, shall exceed total spread of front tires when front wheels are in straight-ahead position.

~~6.15.2.~~ 2. Front fenders shall be properly braced and shall not require attachment to any part of the body.

~~6.16.~~ P. **Frame**

~~6.16.1.~~ 1. Any secondary manufacturer that modifies the original chassis frame shall provide a warranty at least equal to the warranty offered by the original equipment manufacturer (OEM), and shall certify that the modification and other parts or equipment affected by the modification shall be free from defects in material and workmanship under normal use and service intended by the OEM.

~~6.16.2.~~ 2. Frames shall not be modified for the purpose of extending the wheelbase.

~~6.16.3.~~ 3. Holes in top or bottom flanges or side units of the frame, and welding to the frame, shall not be permitted except as provided or accepted by chassis manufacturer.

~~6.16.4.~~ 4. Frame lengths shall be established in accordance with the design criteria for the complete vehicle.

~~6.17.~~ Q. **Fuel System**

~~6.17.1.~~ 1. Fuel tank (or tanks) having a minimum 30-gallon capacity shall be provided by the chassis manufacturer. The tank shall be filled and vented to the outside of the body and the fuel filler should be placed in a location where accidental fuel spillage will not drip or drain on any part of the exhaust system.

~~6.17.2.~~ 2. Fuel lines shall be mounted to the chassis frame in such a manner that the frame provides the maximum possible protections from damage.

~~6.17.3.~~ 3. The fuel system shall comply with FMVSS No. 301.

~~6.17.4.~~ 4. Fuel tank(s) may be mounted between the chassis frame rails or outboard of the frame rails on either the left or right side of the vehicle.

~~6.17.5.~~ 5. The actual draw capacity of each fuel tank shall be, at a minimum, 83 percent of the tank capacity.

~~6.17.6.~~ 6. Installation of alternative fuel systems, including fuel tanks and piping from tank to engine, shall comply with all applicable fire codes in effect on the date of manufacture of the bus.

~~6.17.7.~~ 7. Installation of LPG tanks shall comply with National Fire Protection Association (NFPA) 58.

~~6.17.8.~~ 8. Installation of Compressed Natural Gas (CNG) containers shall comply with FMVSS No. 304, *Compressed Natural Gas Fuel Container Integrity.*

~~6.17.9.~~ 9. The GNG Fuel System shall comply with FMVSS No. 303, *Fuel System Integrity of Compressed Natural Gas Vehicles.*

~~6.18.~~ R. **Governor**

~~6.18.1.~~ An electronic engine speed limiter shall be provided and set to limit engine speed, not to exceed the maximum revolutions per minute, as recommended by the engine manufacturer.

~~6.19.~~ S. **Heating System, Provision for**

~~6.19.1.~~ The chassis engine shall have plugged openings for the purpose of supplying hot water for the bus heating system. ~~The openings shall be suitable for attaching 3/4 inch pipe thread/hose connectors[AD1].~~ The engine shall be capable of supplying coolant at a temperature of at least 170 degrees Fahrenheit at the engine cooling thermostat opening temperature. The coolant flow rate shall be 50 pounds per minute at the return end of 30 feet of one-inch inside diameter automotive hot water heater hose, according to School Bus Manufacturers Technical Council publication - 001.

~~6.20.~~ T. **Horn**

~~6.20.1.~~ The bus shall be equipped with two horns of standard make with each horn capable of producing a complex sound in bands of audio frequencies between 250 and 2,000 cycles per second and tested in accordance with SAE J-377.

~~6.21.~~ U. **Instruments and Instrument Panel**

~~6.21.1.~~ 1. The chassis shall be equipped with the instruments and gauges listed below. (Telltale warning lamps in lieu of gauges are not acceptable, except as noted.)

~~6.21.1.1.~~ a. Speedometer

~~6.21.1.2.~~ b. Tachometer (**Note:** For types B, C, and D buses, a tachometer shall be installed so as to be visible to the driver while seated in a normal driving position.)

~~6.21.1.3.~~ c. Odometer which will give accrued mileage (to seven digits), including tenths of miles, unless tenths of miles are registered on a trip odometer. Odometer shall be available to read without use of the vehicle's key.

~~6.21.1.4.~~ d. Voltmeter

~~6.21.1.4.1.~~ (1). (An ammeter with graduated charge and discharge indications is permitted in lieu of a voltmeter; however, when used, the ammeter wiring must be compatible with the current flow of the system.)

~~6.21.1.5.~~ e. Oil pressure gauge

~~6.21.1.6.~~ f. Water temperature gauge

~~6.21.1.7.~~ g. Fuel gauge

~~6.21.1.8.~~ h. Upper beam ~~headlight~~ headlamp indicator

~~6.21.1.9.~~ i. Brake air pressure gauge (air brakes), brake indicator lamp (vacuum/hydraulic brakes), or brake indicator lamp (hydraulic/hydraulic).

~~6.21.1.9.1.~~ (1)(A telltale warning lamp indicator in lieu of gauge is permitted on a vehicle equipped with a hydraulic-over-hydraulic brake system.

~~6.21.1.10.~~ j. Turn signal indicator

~~6.21.1.11.~~ k. Glow-plug indicator ~~light~~ lamp where appropriate

~~6.21.2.~~ 2. All instruments shall be easily accessible for maintenance and repair.

~~6.21.3.~~ 3. The instruments and gauges shall be mounted on the instrument panel so that each is clearly visible to the driver while seated in a normal driving position.

~~6.21.4.~~ 4. The instrument panel shall have lamps of sufficient candlepower to illuminate all instruments, gauges and shift selector indicator for the automatic transmission or as required by FMVSS No. 101.

~~6.21.5.~~ 5. Multi-function gauge (MFG) (Optional):

~~6.21.5.1.~~ a. The driver must be able to manually select any displayable function of the gauge on a MFG whenever desired.

~~6.21.5.2.~~ b. Whenever an out-of-limits condition that would be displayed on one or more functions of a MFG occurs, the MFG controller should automatically display this condition on the instrument cluster. This should be in the form of an illuminated telltale warning lamp as well as having the MFG automatically displays the out-of-limits indications. Should two or more functions displayed on the MFG go out of limits simultaneously, then the MFG should sequence automatically between those functions continuously until the condition(s) are corrected.

~~6.21.5.3.~~ c. The use of a MFG does not relieve the need for audible warning devices, where required.

~~6.22.~~ V. **Mud Flaps**

~~6.22.1.~~ Rear vehicle mad flaps shall be required on all school buses, except when not provided as an option by the school bus manufacturer.

~~6.23.~~ W. **Oil Filter**

~~6.23.1.~~ An oil filter with a replaceable element shall be provided and connected by flexible oil lines if it is not a built-in or an engine-mounted design. The oil filter shall have a capacity in accordance with the engine manufacturer's recommendation.

~~6.24.~~ X. **Openings**

~~6.24.1.~~ All openings in the floorboard or firewall between the chassis and passenger compartment (e.g., for gearshift selector and parking brakes lever) shall be sealed.

~~6.25.~~ Y. **Passenger Load**

~~6.25.1.~~ 1. Actual gross vehicle weight (GVW) is the sum of the chassis weight, plus the body weight, plus the driver's weight, plus total seated student weight. For purposes of calculation, the driver's weight is 150 pounds and the student weight is 120 pounds per student.

~~6.25.2.~~ 2. Actual GVW shall not exceed the chassis manufacturer's GVWR for the chassis, nor shall the actual weight carried on any axle exceed the chassis manufacturer's Gross Axle Weight Rating (GAWR).

~~6.25.3.~~ 3. When requested, the manufacturer's GVWR for a particular school bus shall be furnished by manufacturers in duplicate (unless more copies are requested) to the purchasing school district or contractor.

~~6.26.~~ Z. **Retarder System(Optional Equipment)**

~~6.26.1.~~ A retarder system, if used, shall limit the speed of a fully loaded school bus to 19.0 mph on a 7 percent grade for 3.6 miles.

~~6.27.~~ AA. **Road Speed Control**

~~6.27.1.~~ When it is desired to accurately control vehicle maximum speed, a vehicle speed limiter may be utilized.

~~6.28.~~ BB. **Shock Absorbers**

~~6.28.1.~~ The bus shall be equipped with double-action shock absorbers compatible with manufacturer's rated axle capacity at each wheel location. Shock absorbers shall be of sufficient length to allow for adequate travel in all situations without damage to the shock absorber or mounts.

~~6.29.~~ CC. **Steering Gear**

~~6.29.1.~~ 1. The steering gear shall be approved by the chassis manufacturer and designed to ensure safe and accurate performance when the vehicle is operated with maximum load and at maximum speed.

~~6.29.2.~~ 2. If external adjustments are required, steering mechanism shall be accessible to make adjustments.

~~6.29.3.~~ 3. No changes shall be made in the steering apparatus which are not approved by the chassis manufacturer.

~~6.29.4.~~ 4. There shall be a clearance of at least two inches between the steering wheel and cowl, instrument panel, windshield, or any other surface.

~~6.29.5.~~ 5. Power steering is required and shall be of the integral type with integral valves.

~~6.29.6.~~ 6. The steering system shall be designed to provide a means for lubrication of all wear-points, which are not permanently lubricated.

~~6.30.~~ DD. **Suspension Systems**

~~6.30.1.~~ 1. The capacity of springs or suspension assemblies shall be commensurate with the chassis manufacturer's GVWR.

~~6.30.2.~~ 2. Rear leaf springs shall be of a progressive rate or multi-stage design. Front leaf springs shall have a stationary eye at one end and shall be protected by a wrapped leaf, in addition to the main leaf.

~~6.31.~~ EE. **Throttle**

~~6.31.1.~~ The force required to operate the throttle shall not exceed 16 pounds throughout the full range of accelerator pedal travel.

~~6.32.~~ FF. **Tires and Rims**

~~6.32.1.~~ 1. Rims of the proper size and tires of the proper size and load rating commensurate with the chassis manufacturer's gross vehicle weight rating shall be provided. The use of multi-piece rims and/or tube-type tires shall not be permitted on any school bus ordered after December 31, 1995.

~~6.32.2.~~ 2. Dual rear tires shall be provided on Type A-2, Type B, Type C and Type D school buses.

~~6.32.3.~~ 3. All tires on a vehicle shall be of the same size, and the load range of the tires shall meet or exceed the GVWR, as required by FMVSS 120.

~~6.32.4.~~ 4. If the vehicle is equipped with a spare tire and rim assembly, it shall be the same size as those mounted on the vehicle.

~~6.32.5.~~ 5. If a tire carrier is required, it shall be suitably mounted in an accessible location outside the passenger compartment.

~~6.33.~~ GG. **Transmission**

~~6.33.1.~~ 1. Automatic transmissions shall have no fewer than three forward speeds and one reverse speed. Mechanical shift selectors shall provide a detent between each gear position when the gear selector quadrant and shift selector are not steering-column mounted.

~~6.33.2.~~ 2. In manual transmissions, second gear and higher shall be synchronized, except when incompatible with engine power. A minimum of three forward speeds and one reverse speed shall be provided.

~~6.33.3.~~ ~~3. A transmission interlock, controlled by application of the service brake, shall be installed to prohibit accidental engagement of the automatic transmission.~~ Automatic transmissions incorporating a parking pawl shall have a transmission shifter interlock controlled by the application of the service brake to prohibit accidental engagement of the transmission. All non-park pawl transmissions shall incorporate a park brake interlock that requires the service brake to be applied to allow release of the parking brake.

~~6.34.~~ HH. **Turning Radius**

~~6.34.1.~~ 1. A chassis with a wheelbase of 264 inches or less shall have a right and left turning radius of not more than 42½ feet, curb-to-curb measurement.

~~6.34.2.~~ 2. A chassis with a wheelbase of 265 inches or more shall have a right and left turning radius of not more than 44½ feet, curb-to-curb measurement.

~~6.35.~~ II. **Undercoating**

~~6.35.1~~ 1. The chassis manufacturer, or its agent, shall coat the undersides of steel or metallic-constructed front fenders with a rust-proofing compound, for which the compound manufacturer has issued notarized certification of compliance to chassis builder that the compound meets or exceeds all performance and qualitative requirements of paragraph 3.4 of Federal Specification TT-C-520B, using modified tests.

a. SAE J1959. The undercoating material shall be applied with suitable airless or conventional spray equipment to the undercoating material manufacturer recommended film thickness and shall show no evidence of voids in the cured film.

b. The undercoating material shall not cover any exhaust components of the chassis.

## ~~7.~~ BUS BODY STANDARDS

### ~~7.1.~~A. Air Conditioning (Non-Reimbursable Option – see exception)

~~7.1.1.~~ 1. Body manufacture, or after-market, installed air conditioning must meet the same requirements as those cited under "Heating and Air Conditioning."

~~7.1.2.~~ 2. Reimbursement Exception: Air conditioning shall be reimbursable under the Pupil Transportation Support Program when the school district can demonstrate a need subsequent to an IDEA mandated related service.

### ~~7.2.~~B. Aisle

~~7.2.1.~~ 1. All emergency exit doors shall be accessible by a 12-inch minimum aisle. The aisle shall be unobstructed at all times by any type of barrier, seat, wheelchair or tiedown. Flip seats are not allowed.

~~7.2.2.~~ ~~2. The seat backs shall be slanted sufficiently to give aisle clearance of 15 inches at tops of seat backs.~~

~~7.2.3.~~ ~~3. Side emergency doors in excess of FMVSS and Standards for Idaho School Buses and Operations requirements may be secured and made inoperable; however, in doing so, all emergency door labeling, reflective markings, operation instructions, operating handles and all audible and visible warning devices shall be removed and no emergency egress aisle at that location shall exist.~~

### ~~7.3.~~C. Back-Up Warning Alarm

~~7.3.1.~~ An automatic audible alarm shall be installed behind the rear axle and shall comply with the published Backup Alarm Standards (SAE J994B), providing a minimum of 112 dBA, or shall have a variable volume feature that allows the alarm to vary from 87 dBA to 112 dBA sound level, staying at least 5 dBA above the ambient noise level.

### ~~7.4.~~D. Battery

~~7.4.1.~~ 1. The battery is to be furnished by the chassis manufacturer.

~~7.4.2.~~ 2. When the battery is mounted as described in the "Bus Chassis Specifications", the body manufacturer shall securely attach the battery on a slide-out or swing-out tray in a closed, vented compartment in the body skirt, so that the battery is accessible for convenient servicing from the outside. The battery compartment door or cover shall be hinged at the front or top, and be secured by an adequate and conveniently operated latch or other type fastener.

Battery cables installed by the body manufacturer shall meet chassis manufacturer and SAE requirements. Battery cables shall be of sufficient length to allow the battery tray to fully extend. The battery compartment is required on Type A-1 diesel buses.

~~7.4.3.~~ 3. Buses may be equipped with a battery shut-off switch. If so equipped, the switch is to be placed in a location not readily accessible to the passengers.

~~7.5.~~E. **Bumper: Front**

~~7.5.1.~~ On a Type D school bus, if the chassis manufacturer does not provide a bumper, it shall be provided by the body manufacturer. The bumper will conform to the standards described in the "Bus Chassis Specifications."

~~7.6.~~F. **Bumper: Rear**

1. The ~~bumper~~ bumper on ~~shall be pressed steel channel at least 3/16 inch thick or equivalent strength material (except for Type A buses).~~ Type A-1 bus bumper shall be a minimum of 8 inches wide (high) and Type A-2, B, C and D bus bumper shall be a minimum of 9 1/2 inches wide (high). The bumper shall be of sufficient strength to permit being pushed by another vehicle of similar size or lifted without permanent distortion.

~~7.6.1.~~ ~~2 The bumper on Type A-1 buses shall be a minimum of 8 inches wide (high). Bumpers on Types A-2, B, C and D buses shall be a minimum of 9½ inches wide (high). The bumper shall be of sufficient strength to permit being pushed by another vehicle of similar size and being lifted by the bumper without permanent distortion.~~

~~7.6.2.~~ 3 The bumper shall ~~be~~ wrap~~ped~~ around back corners of the bus. It shall extend forward at least 12 inches, measured from the rear-most point of the body at the floor line, and shall be flush-mounted to body sides or protected with an end panel.

~~7.6.3.~~ 4. The bumper shall be attached to the chassis frame in such a manner that it may be ~~easily~~ removed. It shall be ~~so~~ braced to resist deformation of the bumper resulting from ~~as to withstand~~ impact from the rear or side. It shall be ~~so~~ designed ~~attached as~~ to discourage hitching of rides by an individual.

~~7.6.4.~~ 5. The bumper shall extend at least 1 inch beyond the rear-most part of the body surface measured at the floor line.

~~7.6.5.~~ 6. The bottom of the rear bumper shall not be more than 30 inches above ground level.

~~7.7.~~G. **Ceiling**

~~7.7.1.~~ See Insulation and Interior, this section.

~~7.8.~~H. **Certification**

~~7.8.1.~~ The body manufacturer upon request of the Idaho State Department of Education Student Transportation Section shall certify that its product meets all Idaho minimum construction standards (Standards for Idaho School Buses and Operations) for items not covered by the FMVSS certification requirements of 49 CFR, Part 567.

~~7.9.~~I. **Chains (Tire)**

~~7.9.1.~~ See Wheelhousing, this section.

~~7.10.~~ J. **Color**

~~7.10.1.~~ 1. The school bus body shall be painted National School Bus Yellow (NSBY), according to School Bus Manufacturers Technical Council publication - 008.

~~7.10.2.~~ 2. The entire rubrail and body exterior paint trim shall be black. Entrance door exterior (excluding glass) shall be NSBY or black, or unpainted aluminum. Passenger and driver window frames shall be painted NSBY, black to match body trim, or shall be unpainted aluminum. The area between the passenger and driver window frames shall be NSBY (National School Bus Yellow).

~~7.10.3.~~ 3. Optionally, the roof of the bus may be painted white (non-reimbursable) except that the front and rear roof caps shall remain NSBY, according to National School Transportation Specifications & Procedures Placement of Reflective Markings. If required by automated painting processes a maximum three (3) inch black transition strip is allowed between the white roof cap and the NSBY body paint above the windows.

~~7.11.~~ K. **Communications**

~~7.11.1.~~ All school buses used to transport students shall be equipped with two-way voice communication other than CB radios.

~~7.12.~~ L. **Construction**

~~7.12.1.~~ 1. **Side Intrusion Test:** The bus body shall be constructed to withstand an intrusion force equal to the curb weight of the vehicle, or exceed

20,000 pounds, whichever is less. Each vehicle shall be capable of meeting this requirement when tested in accordance with the procedures set forth below.

~~7.12.2.~~ 2. The complete body structure, or a representative seven-body section mock up with seats installed, shall be load-tested at a location 24 inches plus or minus two inches above the floor line, with a maximum 10-inch diameter cylinder, 48 inches long, mounted in a horizontal plane.

~~7.12.3.~~ 3. The cylinder shall be placed as close as practical to the mid-point of the tested structure, spanning two internal vertical structural members. The cylinder shall be statically loaded to the required force of curb weight or 20,000 pounds, whichever is less, in a horizontal plane with the load applied from the exterior toward the interior of the test structure. Once the minimum load has been applied, the penetration of the loading cylinder into the passenger compartment shall not exceed a maximum of ten inches from its original point of contact. There can be no separation of lapped panels or construction joints. Punctures, tears or breaks in the external panels are acceptable but are not permitted on any adjacent interior panel.

~~7.12.4.~~ 4. Body companies shall certify compliance with this intrusion requirement, including test results, if requested.

~~7.12.5.~~ 5. Construction shall be reasonably dust-proof and watertight.

~~7.13.~~ M. **Crossing Control Arm (Optional)**

~~7.13.1.~~ 1. Buses may be equipped with a crossing control arm mounted on the right side of the front bumper. This arm when opened shall extend in a line parallel with the body side and positioned on a line with the right side wheels.

~~7.13.2.~~ 2. All components of the crossing control arm and all connections shall be weatherproofed.

~~7.13.3.~~ 3. The crossing control arm shall incorporate system connectors (electrical, vacuum or air) at the gate and shall be easily removable to allow for towing of the bus.

~~7.13.4.~~ 4. The crossing control arm shall be constructed of noncorrosive or nonferrous material or treated in accordance with the body sheet metal specifications. (see METAL TREATMENT)

~~7.13.5.~~ 5. There shall be no sharp edges or projections that could cause injury or be a hazard ~~hazard or injury~~ to students. The end of the arm shall be rounded.

~~7.13.6.~~ 6. The crossing control arm shall extend a minimum of 70 inches (measured from the bumper at the arm assembly attachment point) when in the extended position.

~~7.13.7.~~ 7. The crossing control arm shall extend simultaneously with the stop arm(s) by means of the stop arm controls.

~~7.13.8.~~ 8. An automatic recycling interrupt switch should be installed for temporary disabling of the crossing control arm.

~~7.13.9.~~ 9. The assembly shall include a device attached to the bumper near the end of the arm to automatically retain the arm while in the stowed position. That device shall not interfere with normal operations of the crossing control arm.

~~7.14.~~ N. **Defrosters**

~~7.14.1.~~ 1. Defrosting and defogging equipment shall direct a sufficient flow of heated air onto the windshield, the window to the left of the driver and the glass in the viewing area directly to the right of the driver to eliminate frost, fog and snow. **Exception:** The requirement of this standard does not apply to the exterior surfaces of double pane storm windows.

~~7.14.2.~~ 2. The defrosting system shall conform to SAE J381.

~~7.14.3.~~ 3. The defroster and defogging system shall be capable of furnishing heated, outside ambient air, except that the part of the system furnishing additional air to the windshield, entrance door and stepwell may be of the recirculating air type.

~~7.14.4.~~ 4. Auxiliary fans are not considered defrosting or defogging systems.

~~7.14.5.~~ ~~5. Buses shall be equipped with a switch that will cut all power to radio and fans for noise suppression purposes and it shall be mounted within easy reach of the driver.~~

~~7.14.6.~~ ~~6. Portable heaters shall not be used. Low profile heaters are not allowed within the clear floor area required to accommodate a wheelchair.~~

~~7.15.~~ O. **Doors, ~~Service~~Entrance**

~~7.15.1.~~ 1. The entrance ~~service~~ door shall be in the driver's control, designed to afford easy release and to provide a positive latching device on manual operating doors to prevent accidental opening. When a hand lever is

used, no part shall come together that will shear or crush fingers. Manual door controls shall not require more than 25 pounds of force to operate at any point throughout the range of operation, as tested on a 10 percent grade both uphill and downhill.

~~7.15.2.~~ 2. The entrance ~~service~~ door shall be located on the right side of the bus, opposite and within direct view of driver.

~~7.15.3.~~ 3. The entrance ~~service~~ door shall have a minimum horizontal opening of 24 inches and a minimum vertical opening of 68 inches.

~~7.15.4.~~ 4. The entrance ~~Service~~ door shall be a split-type door and shall open outward.

~~7.15.5.~~ ~~5. Lower, as well as upper, door panels~~ All entrance dgoor glass shall be ~~of~~ approved safety glass. The bottom of each lower glass panel shall not be more than ten inches from the top surface of the bottom step. The top of each upper glass panel when viewed from the interior shall ~~be not~~ not be more than 3 inches below the interior door control cover or header pad. ~~shall not be more than three inches from the top of the door.~~

~~7.15.6.~~ 6. Vertical closing edges on entrance doors shall be equipped with flexible material to protect children's fingers.

~~7.15.7.~~ 7. There shall be no door to left of driver on Type B, C or D vehicles. All Type A vehicles may be equipped with the chassis manufacturer's standard left-side door.

~~7.15.8.~~ 8. All doors shall be equipped with padding at the top edge of each door opening. Padding shall be at least three inches wide and one inch thick and extend the full width of the door opening.

~~7.15.9.~~ 9. On power-operated entrance ~~service~~ doors, the emergency release valve, switch or device to release the entrance ~~service~~ door must be placed above or to the immediate left or right of the entrance ~~service~~ door and must be clearly labeled. The emergency valve, switch or device shall work in the absence of power.

~~7.16.~~ P. **Emergency Exits and Emergency Exit Alarm Systems**

~~7.16.1.~~ 1. Any ~~All~~ installed emergency exits and all exit alarm systems shall comply with the requirements of FMVSS No. 217.

~~7.16.2.~~ 2. The upper portion of the emergency door shall be equipped with approved safety glazing, the exposed area of which shall be at least 400 square inches. The lower portion of the rear emergency doors on Types A-2,

B, C, and D vehicles shall be equipped with a minimum of 350 square inches of approved safety glazing.

~~7.16.3.~~ 3. There shall be no steps leading to an emergency door.

~~7.16.4.~~ 4. The words "EMERGENCY DOOR" or EMERGENCY EXIT," in letters at least 2" high, shall be placed at the top of or directly above the emergency exit, or on the door in the metal panel above the top glass, both inside and outside the bus.

~~7.16.5.~~ 5. The emergency door(s) shall be equipped with padding at the top edge of each door opening. Padding shall be at least three inches wide and one inch thick, and shall extend the full width of the door opening.

~~7.16.6.~~ 6. There shall be no obstruction higher than ¼ inch across the bottom of any emergency door opening. Fasteners used within the emergency exit opening, shall be free of sharp edges or burrs.

~~7.16.7.~~ 7. ~~Operation instructions shall be located at or near the emergency door exit release handle, both inside and outside of the bus.~~ ( In accordance with Federal Regulations Title 49 CFR 571.217 each school bus shall have the designation "Emergency Door" or "Emergency Exit," as appropriate, in letters at least 5 centimeters high, of a color that contrasts with its background. For emergency exit doors, the designation shall be located at the top of, or directly above, the emergency exit door on both the inside and outside surfaces of the bus. Concise operating instructions describing the motions necessary to unlatch and open the emergency exit shall be located within 15 centimeters of the release mechanism on the inside surface of the bus. These instructions shall be in letters at least 1 centimeter high and of a color that contrasts with its background. Examples: (1) Lift to Unlatch, Push to Open (2) Turn Handle, Push Out to Open). Outside may consist of a black arrow pointing in direction of handle travel. No other lettering shall obstruct or interfere with the placement of operation instructions mounted on the interior or exterior of the emergency exit door.

~~7.16.8~~ 8. The rear emergency window shall have ~~an assisted~~ lifting assistance device that will aid in lifting and holding the rear emergency window open.

9. Each emergency exit door of a school bus shall be equipped with a positive door opening device that, after the release mechanism has been operated, bears the weight of the door; Keeps the door from closing past the point at which the door is perpendicular to the side of the bus body, regardless of the body's orientation; and Provides a means for release or override. The positive door opening device shall perform the functions specified in paragraph (a)(3)(i)(A) and (B) of this section without the need for additional action beyond opening

the door past the point at which the door is perpendicular to the side of the bus body. Emergency door(s) holder – language (CFR 571.217)

~~7.16.8.~~ 10. Types A, B, C and D vehicles shall be equipped with a total number of emergency exits as follows for the indicated capacities of vehicles. Exits required by FMVSS 217 may be included to comprise the total number of exits specified.

| | |
|---|---|
| 0 to 42 Passengers | = 1 emergency exit per side and 1 roof hatch. |
| 43 to 78 Passengers | = 2 emergency exits per side and 2 roof hatches. |
| 79 ~~o~~ to 90 Passengers | = 3 emergency exits per side and 2 roof hatches. |

~~7.16.9.~~ 11. Side emergency exit windows, when installed, may be vertically hinged on the forward side of the window. Operation instructions shall be ~~on the inside or~~ clearly readable of a contrasting color ~~if on the outside from the inside in writing,~~ and be located within 6" of the release mechanism ~~at or near the emergency exit release handle.~~ No side emergency exit window will be located above a stop arm. Emergency exit doors, side emergency exit windows and emergency exit roof hatches shall be strategically located for optimal egress during an emergency evacuation of the bus.

~~7.16.10.~~ ~~7.16.11~~ 12. Emergency exit doors shall include an alarm system that includes an audible warning device at the emergency door exit and also in the driver's compartment. Emergency exit side windows shall include an alarm system that includes an audible warning device in the driver's compartment. Roof hatches do not require an alarm system, but if so equipped, they must be operable and include an audible warning device in the driver's compartment.

13. Vandal lock may be installed, if applicable, the interlock and vandal lock should be interconnected.

~~7.16.11.~~

~~7.17.~~ **Q. Emergency Equipment**

~~7.17.1.~~ 1. *Fire extinguisher:*

~~7.17.1.1.~~ a. The bus shall be equipped with at least one UL-approved pressurized, dry chemical fire extinguisher complete with hose. The extinguisher shall be mounted and secured in a bracket, located in the driver's compartment and readily accessible to the driver and passengers. A pressure gauge shall be mounted on the extinguisher and be easily read without moving the extinguisher from its mounted position. Fire extinguisher shall be mounted in such a way as to prevent the entanglement of clothing, backpack straps, drawstrings, etc.

~~7.17.1.2.~~ b. The fire extinguisher shall have a total rating of 2A10BC or greater. The operating mechanism shall be sealed with a type of seal (breakable) that will not interfere with the use of the fire extinguisher.

~~7.17.2.~~ 2. *First-aid kit:*

~~7.17.2.1.~~ a. The bus shall have a removable, moisture-proof and dust-proof first aid kit sealed with a breakable type seal and mounted in the driver's compartment in a location that is physically accessible to all drivers. It shall be properly mounted and secured and identified as a first aid kit. The location for the first aid kit shall be marked. First-aid kit shall be mounted in such a way as to prevent the entanglement of clothing, backpack straps, drawstrings, etc.

~~7.17.2.2.~~ b. Contents shall, at a minimum, include:

~~7.17.2.2.1.~~ (1) 2 - 1 inch x 2 1/2 yards adhesive tape rolls

~~7.17.2.2.2.~~ (2) 24 - sterile gauze pads 3 inches x 3 inches

~~7.17.2.2.3.~~ (3) 100 - 3/4 inch x 3 inches adhesive bandages

~~7.17.2.2.4.~~ (4) 8 - 2 inch bandage compress

~~7.17.2.2.5.~~ (5) 10 - 3 inch bandage compress

~~7.17.2.2.6.~~ (6) 2 - 2 inch x 6 feet sterile gauze roller bandages

~~7.17.2.2.7.~~ (7) 2 - non-sterile triangular bandages approximately 39 inches x 35 inches x 54 inches with 2 safety pins

~~7.17.2.2.8.~~ (8) 3 - sterile gauze pads 36 inches x 36 inches

~~7.17.2.2.9.~~ (9) 3 - sterile eye pads

~~7.17.2.2.10.~~ (10) 1 - rounded-end scissors

~~7.17.2.2.11.~~ (11) 1 - mouth-to-mouth airway

~~7.17.2.2.12.~~ (12) 1 - pair medical examination gloves

~~7.17.3.~~ 3. *Body fluid clean-up kit:*

~~7.17.3.1.~~ a. Each bus shall have a removable and moisture-proof body fluid clean-up kit. It shall be sealed with a breakable type seal. It shall be

properly mounted in the driver's compartment in a location that is physically accessible to all drivers and identified as a body fluid clean-up kit. Body fluid clean-up kit shall be mounted in such a way as to prevent the entanglement of clothing, backpack straps, drawstrings, etc.

~~7.17.3.2.~~ b. Contents shall, at a minimum, include:

~~7.17.3.2.1.~~ (1) 1 - pair medical examination gloves

~~7.17.3.2.2.~~ (2) Absorbent

~~7.17.3.2.3.~~ (3) 1 - scoop

~~7.17.3.2.4.~~ (4) 1 - scraper or hand broom

~~7.17.3.2.5.~~ (5) Disinfectant

~~7.17.3.2.6.~~ (6) 2 - plastic bags

~~7.17.4.~~ 4. *Warning devices:*

~~7.17.4.1.~~ Each school bus shall contain at least three (3) reflectorized triangle road warning devices that meet requirements in FMVSS 125. The warning device(s) shall be enclosed in an approved box that shall be sealed with a breakable type seal. The warning device(s) and approved box shall be mounted in an accessible place within the driver's compartment of the bus and shall be mounted in such a way as to prevent the entanglement of clothing, backpack straps, drawstrings, etc. The lid of the approved box may be designed so as to reveal the contents of the box without opening the lid.

~~7.17.5.~~ 5. Any of the emergency equipment may be mounted in an enclosed compartment, provided the compartment is labeled in not less than one-inch letters, identifying each piece of equipment contained therein.

~~7.17.6.~~ 6. Tape(s) and silicone sealants do not meet breakable type seal requirement. Breakable type seal(s) shall be replaced as appropriate and necessary and also during every annual school bus inspection following a thorough inspection for deterioration and required contents.

~~7.17.7.~~ 7. Ignitable flares and axes are not allowed on school buses.

~~7.18.~~ R. **Floors**

~~7.18.1.~~ 1. The floor in the under-seat area, including tops of wheelhousing, driver's compartment and toeboard, shall be covered with rubber floor covering or equivalent, having a minimum overall thickness of .125 inch, and a

calculated burn rate of 0.1 or less, using the test methods, procedures and formulas listed in FMVSS No. 302. The driver's area on all Type A buses may be manufacturer's standard flooring and floor covering.

~~7.18.2.~~ 2. The floor covering in the aisles shall be of aisle-type rubber or equivalent, wear-resistant and ribbed. Minimum overall thickness shall be .187 inch measured from tops of ribs.

~~7.18.3.~~ 3. The floor covering must be permanently bonded to the floor and must not crack when subjected to sudden changes in temperature. Bonding or adhesive material shall be waterproof and shall be a type recommended by the manufacturer of floor-covering material. All seams must be sealed with waterproof sealer.

~~7.18.4.~~ 4. On Types B, C and D buses, a flush-mounted, screw-down plate that is secured and sealed shall be provided to access the fuel tank sending unit~~.~~ and~~-~~/or fuel pump. This plate shall not be installed under flooring material.

~~7.18.5.~~ ~~5. Low profile heaters are not allowed within the clear floor area required to accommodate a wheelchair.~~

~~7.19.~~ S. **Handrails**

~~7.19.1.~~ At least one handrail shall be installed. The handrail(s) shall assist passengers during entry or exit, and be designed to prevent entanglement, as evidenced by the passage of the NHTSA string and nut test, as defined in National School Transportation Specifications & Procedures School Bus Inspection.

~~7.20.~~ T. **Heaters and Air Conditioning Systems**

~~7.20.1.~~ 1. *Heating System:*

~~7.20.1.1.~~ a. The heater shall be hot water and/or combustion type.

~~7.20.1.2.~~ b. If only one heater is used, it shall be fresh-air or combination fresh-air and recirculation type.

~~7.20.1.3.~~ c. If more than one heater is used, additional heaters may be recirculating air type.

~~7.20.1.4.~~ d. The heating system shall be capable of maintaining bus interior temperatures as specified in SAE test procedure J2233.

~~7.20.1.5.~~ ~~e. Buses shall be equipped with a switch that will cut all power to radio and fans for noise suppression purposes and it shall be mounted within easy reach of the driver.~~

~~7.20.1.6.~~ f. Auxiliary fuel-fired heating systems (non-reimbursable) are permitted, provided they comply with the following:

~~7.20.1.6.1.~~ (1) The auxiliary heating system fuel shall utilize the same type fuel as specified for the vehicle engine.

~~7.20.1.6.2.~~ (2) The heater(s) may be direct hot air or connected to the engine's coolant system.

~~7.20.1.6.3.~~ (3) An auxiliary heating system, when connected to the engine's coolant system, may be used to preheat the engine coolant or preheat and add supplementary heat to the bus's heating system.

~~7.20.1.6.4.~~ (4) Auxiliary heating systems must be installed pursuant to the manufacturer's recommendations and shall not direct exhaust in such a manner that will endanger bus passengers.

~~7.20.1.6.5.~~ (5) Auxiliary heating systems which operate on diesel fuel shall be capable of operating on #1, #2 or blended diesel fuel without the need for system adjustment.

~~7.20.1.6.6.~~ (6) The auxiliary heating system shall be low voltage.

~~7.20.1.6.7.~~ (7) Auxiliary heating systems shall comply with all applicable FMVSSs, including FMVSS No. 301, as well as with SAE test procedures.

g. All forced air heaters installed by body manufacturers shall bear a name plate that indicates the heater rating in accordance with SBMTC-001. The plate shall be affixed by the heater manufacturer and shall constitute certification that the heater performance is as shown on the plate. Low profile heaters are not allowed within the clear floor area required to accommodate a wheelchair.

~~7.20.1.7.~~ h. Portable heaters shall not be allowed

~~7.20.1.8.~~ i. Heater hoses shall be adequately supported to guard against excessive wear due to vibration. The hoses shall not dangle or rub against the chassis or any sharp edges and shall not interfere with or restrict the operation of any engine function. Heater hoses shall conform to SAE J20c. Heater lines on the interior of bus shall be shielded to prevent scalding of the driver or passengers. All heater hose shields shall completely cover all parts of the hose and connectors in such a way as to prevent burning subsequent to significant heat transferring to the shield.

They shall not incorporate any openings that would allow a passenger to be injured by sharp edges or hot surfaces.

~~7.20.1.9.~~ j. Each hot water system installed by a body manufacturer shall include one shut-off valve in the pressure line and one shut-off valve in the return line with both valves at the engine in an accessible location, except that on all Types A and B buses, the valves may be installed in another accessible location.

~~7.20.1.10.~~ k. All heaters in the passenger compartment shall be equipped with a device, installed in the hot water pressure line, which regulates the water flow to all passenger heaters. The device shall be conveniently operated by the driver while seated. The driver and passenger heaters may operate independently of each other for maximum comfort. ~~There shall be a water flow regulating valve installed in the pressure line for convenient operation by the driver while seated.~~

~~7.20.1.11.~~ l. All combustion heaters shall be in compliance with current Federal Motor Carrier Safety Administration Regulations.

~~7.20.1.12.~~ m. Accessible bleeder valves shall be installed in an appropriate place in the return lines of body company-installed heaters to remove air from the heater lines.

~~7.20.1.13.~~ n. Access panels shall be provided to make heater motors, cores, and fans readily accessible for service. An outside access panel may be provided for the driver's heater.

~~7.20.2.~~ 2. *Air Conditioning (Non-Reimbursable Option* Except When Driven By IEP):

~~7.20.2.1.~~ a. The following specifications are applicable to all types of school buses that may be equipped with air conditioning. This section is divided into two parts: Part 1 covers performance specifications and Part 2 covers other requirements applicable to all buses.

~~7.20.2.2.~~ b. **Part 1 - Performance Specifications:**

~~7.20.2.2.1.~~ (1) The installed air conditioning system should cool the interior of the bus down to at least 80 degrees Fahrenheit, measured at a minimum of three points, located four feet above the floor at the longitudinal centerline of the bus. The three points shall be: (1) near the driver's location, (2) at the mid point of the body, and (3) two feet forward of the rear emergency door, or, for Type D rear-engine buses, two feet forward of the end of the aisle.

~~7.20.2.2.2.~~ (2) The test conditions under which the above performance must be achieved shall consist of: (1) placing the bus in a room (such as a paint booth) where ambient temperature can be maintained at 100 degrees Fahrenheit (2) heat soaking the bus at 100 degrees Fahrenheit with windows open for at least one hour and (3) closing windows, turning on the air conditioner with the engine running at the chassis manufacturer's recommended low idle speed, and cooling the interior of the bus to 80 degrees Fahrenheit or lower within a maximum of 30 minutes while maintaining 100 degrees Fahrenheit outside temperature.

~~7.20.2.2.3.~~ (3) Alternately, and at the user's discretion, this test may be performed under actual summer conditions, which consist of temperatures above 85 degrees Fahrenheit, humidity above 50 percent with normal sun loading of the bus and the engine running at the manufacturer's recommended low idle speed. After a minimum of one hour of heat soaking, the system shall be turned on and must provide a minimum 20-degree temperature drop in the 30-minute time limit.

~~7.20.2.2.4.~~ (4) The manufacturer shall provide facilities for the user or user's representative to confirm that a pilot model of each bus design meets the above performance requirements.

~~7.20.2.3.~~ **c. Part 2 - Other Requirements:**

~~7.20.2.3.1.~~ (1) Evaporator cases, lines and ducting (as equipped) shall be designed in such a manner that all condensation is effectively drained to the exterior of the bus below the floor level under all conditions of vehicle movement and without leakage on any interior portion of bus.

~~7.20.2.3.2.~~ (2) Any evaporator or ducting system shall be designed and installed so as to be free of injury-prone projections or sharp edges. Any ductwork shall be installed so that exposed edges face the front of the bus and do not present sharp edges.

~~7.20.2.3.3.~~ (3) On specially equipped school buses, the evaporator and ducting (if used) shall be placed high enough that they will not obstruct occupant securement shoulder strap upper attachment points. This clearance shall be provided along entire length of the passenger area on both sides of the bus interior to allow for potential retrofitting of new wheelchair positions and occupant securement devices throughout the bus.

~~7.20.2.3.4.~~ (4) The body may be equipped with insulation, including sidewalls, roof, firewall, rear, inside body bows and plywood or composite floor insulation to aid in heat dissipation and reflection.

~~7.20.2.3.5.~~ (5) All glass (windshield, ~~service~~ entrance and emergency doors, side and rear windows) may be equipped with maximum integral tinting allowed by federal, state or ANSI standards for the respective locations, except that windows rear of the driver's compartment, if tinted shall have approximately 28 percent light transmission.

~~7.20.2.3.6.~~ (6) Electrical generating capacity shall be provided to accommodate the additional electrical demands imposed by the air conditioning system.

~~7.20.2.3.7.~~ (7) Roofs may be painted white to aid in heat dissipation, according to National School Transportation Specifications & Procedures Placement of Reflective Markings.

~~7.21.~~ U. **Hinges**

~~7.21.1.~~ All exterior metal door hinges which do not have stainless steel, brass or nonmetallic hinge pins or other designs that prevent corrosion shall be designed to allow lubrication to be channeled to the center 75 percent of each hinge loop without disassembly.

~~7.22.~~ V. **Identification**

~~7.22.1.~~ 1. The body shall bear the words "SCHOOL BUS" in black letters at least eight inches high on both front and rear of the body or on signs attached thereto. Lettering shall be placed as high as possible without impairment of its visibility. Letters shall conform to "Series B" of Standard Alphabets for Highway Signs. "SCHOOL BUS" lettering shall have a reflective background, or as an option, may be illuminated by backlighting.

~~7.22.2.~~ 2. MFSABs are exempt from these requirements.

~~7.22.3.~~ 3. *Required lettering and numbering shall include:*

~~7.22.3.1.~~ a. School district owned vehicles will be identified with black lettering (minimum four inches (4") high) on both sides of the school bus using the district name and number listed in the Idaho Educational Directory. Contractor-owned school buses under contract with a school district must also comply with the same identification standards as district-owned buses and shall be identified by either the contractor or district name, as decided by the district.

~~7.22.3.2.~~ b. Each district-owned or contracted school bus will be separately identified with its own number in two (2) places on each side of the bus in the logo panel/belt line using six inch (6") high black numbers. Numbers on the passenger side shall be as close to the first and last

passenger windows as possible and on the driver's side as close to the stop arm and last passenger window as possible.

~~7.22.3.3.~~ c. Unauthorized entry placards shall be displayed in the most visible location when observed by persons approaching the vehicle with the door in the open position. Permanence of the placard should be a consideration when choosing a location for attachment. Placard shall read as follows:

**WARNING**
**IT IS UNLAWFUL TO:**
**Enter a school bus with the intent to commit a crime**
**Enter a school bus and disrupt or interfere with the driver**
**Refuse to disembark after ordered to do so**
**(18-1522; 18-113, Idaho Code)**

~~7.22.3.3.1.~~ (1) State Department of Education Student Transportation Section may provide unauthorized entry placards.

~~7.22.3.4.~~ d. Other lettering, numbering, or symbols, which may be displayed on the exterior of the bus, shall be limited to:

~~7.22.3.5.~~ e. Bus identification number on the top, front and rear of the bus, in addition to the required numbering on the sides.

~~7.22.3.6.~~ f. The location of the battery(ies) identified by the word "BATTERY" or "BATTERIES" on the battery compartment door in two-inch maximum lettering.

~~7.22.3.7.~~ g. Symbols or letters not to exceed 64 square inches of total display near the entrance ~~service~~ door exterior displaying information for identification by the students of the bus or route served. No symbols, letters, or other signage shall be permitted on the first two passenger windows or on entrance door glass which may block or obscure clear visibility.

~~7.22.3.8.~~ h. All other signage must have prior written SDE approval.

~~7.22.3.9.~~ i. Manufacturer, dealer or school identification or logos displayed so as not to distract significantly from school bus body color and lettering specifications.

~~7.22.3.10.~~ j. Symbols identifying the bus as equipped for or transporting students with special needs (see Specially Equipped School Bus section).

~~7.22.3.11.~~ k. Lettering on the rear of the bus relating to school bus flashing signal lamps or railroad stop procedures. This lettering shall not obscure or interfere with the operation instructions displayed on the exterior portion of the rear emergency exit door.

~~7.22.3.12.~~ l. Identification of fuel type in two-inch maximum lettering adjacent to the fuel filler opening.

~~7.22.3.13.~~ m. One 4" x 10" (maximum) decal promoting school bus safety on rear bumper.

~~7.23.~~ W. **Inside Height**

~~7.23.1.~~ Inside body height shall be 72" or more, measured metal to metal, at any point on longitudinal centerline from front vertical bow to rear vertical bow. Inside body height of Type A-1 buses shall be 62" or more.

~~7.24.~~ X. **Insulation (Optional)**

~~7.24.1.~~ 1. If thermal insulation is specified, it shall be fire-resistant, UL approved, with minimum R-value of 5.5. Insulation shall be installed so as to prevent sagging.

~~7.24.2.~~ 2. If floor insulation is required, it shall be five-ply nominal 5/8 inch thick plywood, and it shall equal or exceed properties of the exterior-type softwood plywood, C-D Grade, as specified in standard issued by U.S. Department of Commerce. When plywood is used, all exposed edges shall be sealed. Type A-1 buses may be equipped with nominal ½ inch thick plywood or equivalent material meeting the above requirements. Equivalent material may be used to replace plywood, provided it has an equal or greater insulation R-value, deterioration, sound abatement and moisture resistance properties.

~~7.25.~~ Y. **Interior**

~~7.25.1.~~ 1. The interior of bus shall be free of all unnecessary projections, which include luggage racks and attendant handrails, to minimize the potential for injury. This specification requires inner lining on ceilings and walls. If the ceiling is constructed to contain lapped joints, the forward panel shall be lapped by rear panel and exposed edges shall be beaded, hemmed, flanged, or otherwise treated to minimize sharp edges. Buses may be equipped with a storage compartment for tools, tire chains and/or tow chains. (see STORAGE COMPARTMENT)

~~7.25.2.~~ 2. Non-reimbursable interior overhead storage compartments may be provided if they meet the following criteria:

~~7.25.2.1.~~ a. Meet head protection requirements of FMVSS 222, where applicable.

~~7.25.2.2.~~ b. Have a maximum rated capacity displayed for each compartment.

~~7.25.2.3.~~ c. Be completely enclosed and equipped with latching doors which must be sufficient to withstand a force of five times the maximum rated capacity of the compartment.

~~7.25.2.4.~~ d. Have all corners and edges rounded with a minimum radius of one-inch or padded equivalent to door header padding.

~~7.25.2.5.~~ e. Be attached to the bus sufficiently to withstand a force equal to twenty times the maximum rated capacity of the compartment.

~~7.25.2.6.~~ f. Have no protrusions greater than ¼ inch.

~~7.25.3.~~ 3. The driver's area forward of the foremost padded barriers will permit the mounting of required safety equipment and vehicle operation equipment. All equipment necessary for the operation of the vehicle shall be properly secured in such a way as to prevent the entanglement of clothing, backpack straps, drawstrings, etc.

~~7.25.4.~~ 4. Every school bus shall be constructed so that the noise level taken at the ear of the occupant nearest to the primary vehicle noise source shall not exceed 85 dbA when tested according to National School Transportation Specifications & Procedures Noise Test Procedure.

~~7.25.5. 5. Low profile heaters are not allowed within the clear floor area required to accommodate a wheelchair.~~

~~7.26.~~ Z. **Lamps and Signals**

~~7.26.1.~~ 1. Interior lamps shall be provided which adequately illuminate the aisle and stepwell. The stepwell ~~light~~ lampsshall be illuminated by an entrance ~~service~~ door-operated switch, to illuminate only when ~~headlights~~ headlamps and ~~or~~ clearance ~~lights~~ lamps are on and the entrance ~~service~~ door is open. An additional exterior mounted ~~light~~ lamps shall be mounted next to the ~~service~~ entrance door to adequately illuminate the outside approach to the door. It shall be actuated simultaneously with the stepwell ~~light~~lamps.

~~7.26.2.~~ 2. Body instrument panel ~~lights~~ lamps shall be controlled by an independent rheostat switch.

~~7.26.3.~~ 3. *School Bus Alternately Flashing Signal Lamps:*

~~7.26.3.1.~~ a. The bus shall be equipped with two red lamps at the rear of vehicle and two red lamps at the front of the vehicle.

~~7.26.3.2.~~ b. In addition to the four red lamps described above, four amber lamps shall be installed so that one amber lamp is located near each red signal lamp, at the same level, but closer to the vertical centerline of bus. The system of red and amber signal lamps, when in its operational mode, shall be wired so that amber lamps are energized manually, and red lamps are automatically energized (with amber lamps being automatically de-energized) when stop signal arm is extended or when bus entrance ~~service~~ door is opened. An amber pilot ~~light~~ lamp and a red pilot ~~light~~ lamp shall be installed adjacent to the driver controls for the flashing signal lamp to indicate to the driver which lamp system is activated.

~~7.26.3.3.~~ c. Air and electrically operated doors may be equipped with an over-ride switch that will allow the red lamps to be energized without opening the door, when the alternately flashing signal lamp system is in its operational mode. The use of such a device shall be in conformity with the law and SDE loading/unloading training procedures, as contained in Idaho's school bus driver training curriculum.

~~7.26.3.4.~~ d. The area around the lenses of alternately flashing signal lamps extending outward from the edge of the lamps three inches (+/- ¼ inch) to the sides and top and minimum one inch to the bottom, shall be black in color on the body or roof area against which the signal lamp is seen (from a distance of 500 feet along axis of the vehicle).

~~7.26.3.5.~~ e. Red lamps shall flash at any time the stop signal arm is extended.

~~7.26.3.6.~~ f. All flashers for alternately flashing red and amber signal lamps shall be enclosed in the body in a readily accessible location.

~~7.26.4.~~ 4. *Turn Signal and Stop/Tail Lamps:*

~~7.26.4.1.~~ a. Bus body shall be equipped with amber rear turn signal lamps that are at least seven inches in diameter or, if a shape other than round, a minimum 38 square inches of illuminated area and shall meet ~~SAE specifications~~ FMVSS No. 108. These signal lamps must be connected to the chassis hazard-warning switch to cause simultaneous flashing of turn signal lamps when needed as vehicular traffic hazard warning. Turn signal lamps are to be placed as wide apart as practical and their centerline shall be a maximum of 12 inches below the rear window. Type A-1 conversion

vehicle front lamps must be at least 21 square inches in lens area and must be in the manufacturer's standard color.

~~7.26.4.2.~~ b. Buses shall be equipped with amber side-mounted turn signal ~~lights~~ lamps. One turn signal lamp on the left side shall be mounted rearward of the stop signal arm and one turn signal lamp on the right side shall be mounted rearward of the entrance ~~service~~ door. Both front side-mounted turn signal lamps shall be mounted forward of the bus center-line. An additional side mounted turn signal lamp may be mounted on each side of the bus to the rear of the bus center-line.

~~7.26.4.3.~~ c. Buses shall be equipped with four combination red stop/tail lamps:

~~7.26.4.3.1.~~ (1) Two combination lamps with a minimum diameter of seven inches, or if a shape other than round, a minimum 38 square inches of illuminated area shall be mounted on the rear of the bus just inside the turn signal lamps.

~~7.26.4.3.2.~~ (2) Two combination lamps with a minimum diameter of four inches, or if a shape other than round, a minimum of 12 square inches of illuminated area, shall be placed on the rear of the body between the beltline and the floor line. The rear license plate lamp may be combined with one lower tail lamp. Stop lamps shall be activated by the service brakes and shall emit a steady light when illuminated. Type A-1 buses with bodies supplied by chassis manufacturer may be equipped with manufacturer's standard stop and tail lamps.

~~7.26.4.4.~~ d. On buses equipped with a monitor for the front and rear lamps of the school bus, the monitor shall be mounted in full view of the driver. If the full circuit current passes through the monitor, each circuit shall be protected by a fuse ~~or~~ circuit breaker or electronic protection device against any short circuit or intermittent shorts.

~~7.26.4.5.~~ e. An optional white flashing strobe ~~light~~ lamp may be installed on the roof of a school bus, at a location not to exceed 1/3 the body length forward from the rear of the roof edge. The ~~light~~ lamp shall have a single clear lens emitting light 360 degrees around its vertical axis and may not extend above the roof more than maximum legal height. A manual switch and a pilot ~~light~~ lamp shall be included to indicate when ~~light~~ lamp is in operation. Operation of the strobe ~~light~~ lamp is limited to periods of inclement weather, nighttime driving, emergency situation or whenever students are on-board. Optionally, the strobe ~~light~~ lamp may be mounted on the roof in the area directly over the restraining barrier on the driver's side, may be wired to activate with the amber alternately flashing signal

lamps, continuing through the full loading or unloading cycle, and may be equipped with an override switch to allow activation of the strobe at any time for use in inclement weather, nighttime driving or emergency situation.

~~7.26.4.6.~~ f. The bus body shall be equipped with two white rear backup lamps ~~signals~~ that are at least four inches in diameter or, if a shape other than round, a minimum of 12 square inches of illuminated area, meeting FMVSS No. 108 and Idaho Code 49-920. If backup lamps are placed on the same horizontal line as the brake lamps and turn signal lamps, they shall be to the inside.

~~7.27.~~ AA. **Metal Treatment**

~~7.27.1.~~ 1. All metal except high-grade stainless steel or aluminum used in construction of the bus body shall be zinc-coated or aluminum-coated or treated by an equivalent process before bus is constructed. Included are such items as structural members, inside and outside panels, door panels and floor sills. Excluded are such items as door handles, grab handles, interior decorative parts and other interior plated parts.

~~7.27.2.~~ 2. All metal parts that will be painted, in addition to the above requirements, shall be chemically cleaned, etched, zinc phosphate-coated and zinc chromate-or epoxy-primed, or the metal may be conditioned by an equivalent process. This includes but not limited to such items as crossing arm and stop arm.

~~7.27.3.~~ 3. In providing for these requirements, particular attention shall be given to lapped surfaces, welded connections of structural members, cut edges on punched or drilled hole areas in sheet metal, closed or box sections, unvented or undrained areas and surfaces subjected to abrasion during vehicle operation.

~~7.27.4.~~ 4. As evidence that the above requirements have been met, samples of materials and sections used in the construction of the bus body shall be subjected to a cyclic corrosion testing as outlined in SAE J1563 ~~not lose more than 10 percent of material by weight when subjected to a 1,000-hour salt spray test as provided for in the latest revision of ASTM Standard B-117.~~

~~7.28.~~ BB. **Mirrors**

~~7.28.1.~~ 1. The interior mirror shall be either clear view laminated glass or clear view glass bonded to a backing which retains the glass in the event of breakage. The mirror shall have rounded corners and protected edges. All

Type A buses shall have a minimum of a six-inch x 16-inch mirror and Types B, C, and D buses shall have a minimum of a six-inch x 30-inch mirror.

~~7.28.2.~~ 2. Each school bus shall be equipped with exterior mirrors meeting the requirements of FMVSS No. 111. Mirrors shall be easily adjustable but shall be rigidly braced so as to reduce vibration. The right side rear view mirror shall not be obscured by the un-wiped portion of the windshield.

~~7.28.3.~~ 3. Heated external mirrors may be used.

~~7.28.4.~~ 4. Remote controlled external rear view mirrors may be used.

~~7.29.~~ CC. **Mounting**

~~7.29.1.~~ 1. The chassis frame shall support the rear body cross member. The bus body shall be attached to chassis frame at each main floor sill, except where chassis components interfere, in such a manner as to prevent shifting or separation of the body from the chassis under severe operating conditions.

~~7.29.2.~~ 2. Isolators shall be installed at all contact points between body and chassis frame on Types A-2, B, C, and D buses, and shall be secured by a positive means to the chassis frame or body to prevent shifting, separation, or displacement of the isolators under severe operating conditions.

~~7.30.~~ DD. **Overall Length**

~~7.30.1.~~ Overall length of bus shall not exceed 45 feet, excluding accessories.

~~7.31.~~ EE. **Overall Width**

~~7.31.1.~~ Overall width of bus shall not exceed 102 inches, excluding accessories.

~~7.32.~~ FF. **Public Address System**

~~7.32.1.~~ 1. Buses may be equipped with AM/FM audio and/or public address system having interior or exterior speakers.

~~7.32.2.~~ 2. No internal speakers, other than the driver's communication systems, may be installed within four feet of the driver's seat back in its rearmost upright position.

~~7.32.3.~~ ~~3. Buses shall be equipped with a switch that will cut all power to radio and fans for noise suppression purposes and it shall be mounted within easy reach of the driver.~~

~~7.33.~~ GG. **Reflective Material (See National School Transportation Specifications & Procedures Placement of Reflective Markings)**

~~7.33.1.~~ 1. The front and/or rear bumper may be marked diagonally 45 degrees down to centerline of pavement with two-inch ±¼ inch wide strips of non-contrasting reflective material.

~~7.33.2.~~ 2. The rear of bus body shall be marked with strips of reflective NSBY material to outline the perimeter of the back of the bus using material which conforms to the requirements of FMVSS No. 131, Table 1. The perimeter marking of rear emergency exits per FMVSS No. 217 and/or the use of reflective "SCHOOL BUS" signs partially accomplish the objective of this requirement. To complete the perimeter marking of the back of the bus, strips of at least one and three-quarters (1 -¾) inch reflective NSBY material shall be applied horizontally above the rear windows and above the rear bumper, extending from the rear emergency exit perimeter, marking outward to the left and right rear corners of the bus. Vertical strips shall be applied at the corners connecting these horizontal strips.

~~7.33.3.~~ 3. "SCHOOL BUS" signs, if not of lighted design, shall be marked with retroreflective NSBY material comprising background for lettering of the front and/or rear "SCHOOL BUS" signs.

~~7.33.4.~~ 4. Sides of bus body shall be marked with at least one ¾ inch retroreflective NSBY material, extending the length of the bus body and located (vertically) between the floor line and the beltline.

~~7.33.5.~~ 5. Signs, if used, placed on the rear of the bus relating to school bus flashing signal lamps or railroad stop procedures may be of retroreflective NSBY material comprising background for lettering.

~~7.34.~~ HH. **Rub Rails**

~~7.34.1.~~ 1. There shall be one rub rail located on each side of the bus approximately at seat cushion level which extends from the rear side of the entrance door completely around the bus body (except the emergency door or any maintenance access door) to the point of curvature near the outside cowl on the left side.

~~7.34.2.~~ 2. There shall be one additional rub rail located on each side at, or no more than ten inches above the floor line. The rub rail shall cover the same longitudinal area as upper rub rail, except at the wheelhousings, and it shall, at a minimum, extend to radii of the right and left rear corners.

~~7.34.3.~~ 3. Both rub rails shall be attached at each body post and all other upright structural members.

~~7.34.4.~~ 4. Each rub rail shall be four inches or more in width in their finished form, shall be constructed of 16-gauge steel or suitable material of equivalent strength and shall be constructed in corrugated or ribbed fashion. Each entire rub rail shall be black in color.

~~7.34.5.~~ 5. Both rub rails shall be applied outside the body or outside the body posts. Pressed-in or snap-on rub rails do not satisfy this requirement. For Type A-1 vehicles using the body provided by the chassis manufacturer or for Types A-2, B, C and D buses using the rear luggage or the rear engine compartment, rub rails need not extend around the rear corners.

~~7.34.6.~~ 6. There shall be a rub rail or equivalent bracing located horizontally at the bottom edge of the body side skirts.

~~7.35.~~ II. **Seats and Restraining Barriers**

~~7.35.1.~~ 1. *Passenger Seating:*

~~7.35.1.1.~~ a. All seats shall have a minimum cushion depth of 15 inches, a seat back height of 24 inches above the seating reference point, and must comply with all requirements of FMVSS No. 222. School bus design capacities shall be in accordance with 49 CFR, Part 571.3 and FMVSS No. 222. In addition to the fastener that forms the pivot for each seat retaining clip, a secondary fastener may be used in each clip to prevent the clip from rotating and releasing the seat cushion unintentionally.

~~7.35.1.2.~~ b. All restraining barriers and passenger seats may be constructed with non-reimbursable materials that enable them to meet the criteria contained in the School Bus Seat Upholstery Fire Block Test (National School Transportation Specifications & Procedures School Bus Seat Upholstery Fire Block Test).

~~7.35.1.3.~~ c. Each seat leg shall be secured to the floor by a minimum of two bolts, washers, and nuts. Flange-head nuts may be used in lieu of nuts and washers, or seats may be track-mounted in conformance with FMVSS No. 222. If track seating is installed, the manufacturer shall supply minimum and maximum seat spacing dimensions applicable to the bus, which comply with FMVSS No. 222. This information shall be on a label permanently affixed to the inside passenger compartment of the bus.

~~7.35.1.4.~~ d. All seat frames attached to the seat rail shall be fastened with two bolts, washers and nuts or flange-head nuts.

~~7.35.1.5.~~ e. All school buses (including Type A) shall be equipped with restraining barriers which conform to FMVSS No. 222.

~~7.35.1.6.~~ f. The use of a "flip seat" adjacent to any side emergency door is prohibited.

~~7.35.2.~~ 4. *Pre School Age Seating:*

~~7.35.2.1.~~ When installed, all passenger seats designed to accommodate a child or infant carrier seat shall comply with FMVSS No. 225. These seats shall be in compliance with NHTSA's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses".

~~7.35.3.~~ 3. *Driver Seat:*

~~7.35.3.1.~~ a. The driver's seat supplied by the body company shall be a high back seat with a minimum seat back adjustable to 15 degrees, without requiring the use of tools, and a head restraint to accommodate a 5th percentile female to a 95th percentile adult male, as defined in FMVSS No. 208. The driver's seat shall be secured with nuts, bolts and washers or flanged-head nuts.

~~7.35.3.2.~~ b. Type A buses may use the standard driver's seat provided by the chassis manufacturer.

~~7.35.4.~~ 4. *Driver Restraint System:*

~~7.35.4.1.~~ a. A Type 2 lap/shoulder belt shall be provided for the driver. On buses where the driver's seat and upper anchorage for the shoulder belt are both attached to the body structure, a driver's seat with an integrated Type 2 lap/shoulder belt may be substituted. On buses where the driver's seat and upper anchorage for the shoulder belt are separately attached to both body and chassis structures (i.e., one attached to the chassis and the other attached to the body), a driver's seat with an integrated Type 2 lap/shoulder belt should be used.

~~7.35.4.2.~~ b. The assembly shall be equipped with an ~~automatic~~ emergency locking retractor for the continuous belt system. On all buses except Type A equipped with a standard chassis manufacturer's driver's seat, the lap portion of the belt system shall be guided or anchored to prevent the driver from sliding sideways under it. The lap/shoulder belt shall be designed to allow for easy adjustment in order to fit properly and to effectively protect drivers varying in size from 5th percentile adult female to 95th percentile adult male.

~~7.35.4.3.~~ c. Each bus shall be equipped with a durable webbing cuter having a full width handgrip and a protected, replaceable or non-corrodible blade. The required belt cutter shall be mounted in a location accessible to the seated driver in an easily detachable manner.

~~7.36.~~ JJ. **Steering Wheel**

~~7.36.1.~~ See Chassis section.

~~7.37.~~ KK. **Steps**

~~7.37.1.~~ 1. The first step at ~~service~~ entrance door shall be not less than ten inches and not more than 14 inches from the ground when measured from top surface of the step to the ground, based on standard chassis specifications, except that on Type D vehicles, the first step at the ~~service~~ entrance door shall be 12 inches to 16 inches from the ground. On chassis modifications which may result in increased ground clearance (such as four-wheel drive) an auxiliary step shall be provided to compensate for the increase in ground-to-first-step clearance. The auxiliary step is not required to be enclosed.

~~7.37.2.~~ 2. Step risers shall not exceed a height of ten inches. When plywood is used on a steel floor or step, the riser height may be increased by the thickness of the plywood.

~~7.37.3.~~ 3. OEM steps shall be enclosed to prevent accumulation of ice and snow.

~~7.37.4.~~ 4. OEM, retrofit, or after-market steps shall not protrude beyond the side body line, except during the loading or unloading of passengers.

~~7.38.~~ LL. **Step Treads**

~~7.38.1.~~ 1. All steps, including the floor line platform area, shall be covered with 3/16 inch rubber floor covering or other materials equal in wear and abrasion resistance to top grade rubber.

~~7.38.2.~~ 2. The metal back of the tread shall be permanently bonded to the step tread material.

~~7.38.3.~~ 3. Steps, including the floor line platform area, shall have a one ½-inch nosing that contrasts in color by at least 70 percent measured in accordance with the contrasting color specification in 36 CFR, Part 1192 ADA, Accessibility Guidelines for Transportation Vehicles.

~~7.38.4.~~ 4. Step treads shall have the following characteristics:

~~7.38.5.~~ 5. Abrasion resistance: Step tread material weight loss shall not exceed 0.40 percent, as tested under ASTM D-4060, Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser; (CS-17 Wheel, 1000 gram, 1000 cycle)

~~7.38.6.~~ 6. Weathering resistance: Step treads shall not break, crack, or check after ozone exposure (7 days at 50 phm at 40 degrees C) and Weatherometer exposure (ASTM D-750, Standard Test Method for Rubber Deterioration in Carbon-Arc Weathering Apparatus, 7 days)

~~7.38.7.~~ 7. Flame Resistance: Step treads shall have a calculated burn rate of .01 or less using the test methods, procedures and formulas listed in FMVSS No. 302, Flammability of Interior Materials

~~7.39.~~ MM. **Stirrup Steps**

~~7.39.1.~~ When the windshield and lamps are not easily accessible from the ground, there may be at least one folding stirrup step or recessed foothold and suitably located handles on each side of the front of the body for easy accessibility for cleaning. Steps are permitted in or on the front bumper in lieu of the stirrup steps, if the windshield and lamps are easily accessible for cleaning from that position.

~~7.40.~~ NN. **Stop Signal Arm**

~~7.40.1.~~ The stop signal arm(s) shall comply with the requirements of FMVSS No. 131.

~~7.41.~~ OO. **Storage Compartment (Optional)**

~~7.41.1.~~ A storage container for tools, tire chains, and/or tow chains may be located either inside or outside the passenger compartment. If inside, it shall have a cover capable of being securely latched and fastened to the floor (the seat cushion may not serve this purpose), convenient to either the ~~service~~ entrance door or the emergency door.

~~7.42.~~ PP. **Sun Shield**

~~7.42.1.~~ 1. An interior adjustable transparent sun shield, with a finished edge and not less than six inches by 30 inches for Types B, C, and D vehicles, shall be installed in a position convenient for use by the driver.

~~7.42.2.~~ 2. On all Type A buses, the sun shield (visor) shall be installed according to the manufacturer's standard.

~~7.43.~~ QQ. **Tail Pipe**

~~7.43.1.~~ 1. The tailpipe may be flush with, but shall not extend out more than two inches beyond, the perimeter of the body for side-exit pipe or the bumper for rear-exit pipe.

~~7.43.2.~~ 2. The tailpipe shall exit to the left or right of the emergency exit door in the rear of vehicle or to the left side of the bus in front or behind the rear drive axle. The tailpipe exit location on school bus types A-1 or B-1 buses may be according to the manufacturer's standard. The tailpipe shall not exit beneath any fuel filler location or beneath any emergency door.

~~7.44.~~ RR. **Tow Attachment Points**

~~7.44.1.~~ 1. Rear towing devices (i.e. tow hooks, tow eyes, or other designated towing attachment points) shall be furnished to assist in the retrieval of buses that are stuck and/or for towing buses when a wrecker with a "wheel lift" or an "axle lift" is not available or cannot be applied to the towed vehicle.

~~7.44.2.~~ 2. Towing devices shall be attached to the chassis frame either by the chassis manufacturer or in accordance with the chassis manufacturer's specifications.

~~7.44.3.~~ 3. Each rear towing device shall have a strength rating of 13,500 pounds with the force applied in the rearward direction, parallel to the ground, and parallel to the longitudinal axis of the chassis frame rail.

~~7.44.4.~~ 4. The towing devices shall be mounted such that they do not project rearward of the rear bumper.

~~7.45.~~ SS. **Traction Assisting Devices (Optional)**

~~7.45.1.~~ 1. Where required or used, sanders shall:

~~7.45.1.1.~~ a. Be of hopper cartridge-valve type.

~~7.45.1.2.~~ b. Have a metal hopper with all interior surfaces treated to prevent condensation of moisture.

~~7.45.1.3.~~ c. Be of at least 100 pound (grit) capacity.

~~7.45.1.4.~~ d. Have a cover on the filler opening of hopper, which screws into place, thereby sealing the unit airtight.

~~7.45.1.5.~~ e. Have discharge tubes extending to the front of each rear wheel under the fender.

~~7.45.1.6.~~ f. Have non-clogging discharge tubes with slush-proof, non-freezing rubber nozzles.

~~7.45.1.7.~~ g. Be operated by an electric switch with a telltale pilot ~~light~~ lamp mounted on the instrument panel.

~~7.45.1.8.~~ h. Be exclusively driver-controlled.

~~7.45.1.9.~~ i. Have a gauge to indicate that the hopper needs refilling when it reaches one-quarter full.

~~7.45.2.~~ 2. Automatic traction chains may be installed.

~~7.46.~~ TT. **Trash Container and Holding Device (Optional)**

~~7.46.1.~~ Where requested or used, the trash container shall be secured by a holding device that is designed to prevent movement and to allow easy removal and replacement; and it shall be installed in an accessible location in the driver's compartment, not obstructing passenger use of the ~~service~~ entrance door or the entrance grab handle, and in such a way as to prevent the entanglement of clothing, backpack straps, drawstrings, etc.

~~7.47.~~ UU. **Undercoating**

~~7.47.1.~~ 1. The entire underside of the bus body, including floor sections, cross member and below floor line side panels, shall be coated with rust-proofing material for which the material manufacturer has issued a notarized certification of compliance to the bus body builder that materials meet or exceed all performance and qualitative requirements of paragraph 3.4 of Federal Specification TT-C-520b, using modified test procedures* for the following requirements:

~~7.47.1.1.~~ a. Salt spray resistance-pass test modified to 5 percent salt and 1000 hours

~~7.47.1.2.~~ b. Abrasion resistance-pass

~~7.47.1.3.~~ c. Fire resistance-pass

~~7.47.1.4.~~ d. *Test panels are to be prepared in accordance with paragraph 4.6.12 of TT-C-520b with modified procedure requiring that test be made on a 48-hour air-cured film at thickness recommended by compound manufacturer.

~~7.47.2.~~ 2. The undercoating material shall be applied with suitable airless or conventional spray equipment to the recommended film thickness and shall show no evidence of voids in the cured film. The undercoating material shall not cover and~~-~~y exhaust components of the chassis.

~~7.48.~~ VV. **Ventilation**

~~7.48.1.~~ 1. Auxiliary fans shall meet the following requirements:

~~7.48.1.1.~~ a. Fans for left and right sides shall be placed in a location where they can be adjusted for maximum effectiveness and where they do not obstruct vision to any mirror or through any critical windshield area. Note: Type A buses may be equipped with one fan.

~~7.48.1.2.~~ b. Fans shall be of six inch nominal diameter.

~~7.48.1.3.~~ c. Fan blades shall be covered with a protective cage. Each fan shall be controlled by a separate switch.

~~7.48.2. 2. Buses shall be equipped with a switch that will cut all power to radio and fans for noise suppression purposes and it shall be mounted within easy reach of the driver.~~

~~7.48.3.~~ 3. The bus body shall be equipped with a suitably controlled ventilating system of sufficient capacity to maintain proper quantity of air under operating conditions without having to open windows except in extremely warm weather.

~~7.48.4.~~ 4. Static-type, non-closeable exhaust ventilation shall be installed, preferably in a low-pressure area of the roof.

~~7.48.5.~~ 5. Roof hatches designed to provide ventilation in all types of exterior weather conditions may be provided.

~~7.49.~~ WW. **Wheelhousing**

~~7.49.1.~~ 1. The wheelhousing opening shall allow for easy tire removal and service.

~~7.49.2.~~ 2. The wheelhousings shall be attached to floor sheets in such a manner so as to prevent any dust, water or fumes from entering the body. The wheelhousings shall be constructed of at least 16-gauge steel.

~~7.49.3.~~ 3. The inside height of the wheelhousing above the floor line shall not exceed 12 inches.

~~7.49.4.~~ 4. The wheelhousings shall provide clearance for installation and use of tire chains on single and dual (if so equipped) power-driving wheels.

~~7.49.5.~~ 5. No part of a raised wheelhousing shall extend into the emergency door opening.

~~7.50.~~ XX. **Windows**

~~7.50.1.~~ 1. Each full side window, other than emergency exits designated to comply with FMVSS 217, shall provide an unobstructed opening of at least nine inches but not more than 13 inches high and at least 22 inches wide, obtained by lowering the window. One side window on each side of the bus may be less than 22 inches wide. Passenger and driver window frames shall be painted NSBY, black to match body trim, or shall be unpainted aluminum. The area between the passenger and driver window frames shall be NSBY (National School Bus Yellow).

~~7.50.2.~~ 2. Optional tinted (non-reimbursable) and/or frost-free glazing may be installed in all doors, windows, and windshields consistent with federal, state, and local regulations.

~~7.51.~~ YY. **Windshield Washers**

~~7.51.1.~~ A windshield washer system shall be provided.

~~7.52.~~ ZZ. **Windshield Wipers**

~~7.52.1.~~ A ~~two-speed or~~ two-speed ~~with variable speed~~ windshield wiping system with an intermittent time delay feature shall be provided.

~~7.52.2.~~i. The wipers shall meet the requirements of FMVSS No. 104.

~~7.53.~~ **AAA. Wiring**

~~7.53.1.~~ 1. All wiring shall conform to current SAE standards.

~~7.53.2.~~ 2. Wiring shall be arranged in circuits, as required, with each circuit protected by a fuse, breaker or electronic protection device.

~~7.53.3.~~ 3. A system of color and number coding shall be used and an appropriate identifying diagram shall be provided to the end user, along with the wiring diagram provided by the chassis manufacturer. The wiring diagrams shall be specific to the bus model supplied and shall include any changes to wiring made by the body manufacturer. Chassis wiring diagrams shall be supplied to the end user. A system of color and number-coding shall be used

on buses. The following body interconnecting circuits shall be color-coded as noted:

| **FUNCTION** | **COLOR** |
|---|---|
| Left Rear Directional Lamp | Yellow |
| Right Rear Directional Lamp | Dark Green |
| Stop Lamps | Red |
| Back-up Lamps | Blue |
| Tail Lamps | Brown |
| Ground | White |
| Ignition Feed, Primary Feed | Black |

~~7.53.4.~~ 4. The color of cables shall correspond to SAE J 1128.

~~7.53.5.~~ 5. Wiring shall be arranged in at least six regular circuits as follows:

~~7.53.5.1.~~ a. Head, tail, stop (brake) and instrument panel lamps

~~7.53.5.2.~~ b. Clearance lamps and stepwell lamps that shall be actuated when the ~~service~~ entrance door is open

~~7.53.5.3.~~ c. Dome lamps

~~7.53.5.4.~~ d. Ignition and emergency door signal

~~7.53.5.5.~~ e. Turn signal lamps

~~7.53.5.5.1.~~ (1) Alternately flashing signal lamps.

~~7.53.6.~~ 6. Any of the above combination circuits may be subdivided into additional independent circuits.

~~7.53.7.~~ 7. Heaters and defrosters shall be wired on an independent circuit.

~~7.53.8.~~ 8. There shall be a manual noise suppression switch installed in the control panel. The switch shall be labeled and alternately colored. This switch shall be an on/off (a momentary or spring loaded switch does not meet this requirement) type that deactivates body equipment that produces noise, including, at least, the AM/FM radio, two–way communications, heaters, air conditioners, fans and defrosters. This switch shall not deactivate safety systems, such as windshield wipers or lighting systems.

~~7.53.9.~~ ~~9. Buses shall be equipped with a switch that will cut all power to radio and fans for noise suppression purposes and it shall be mounted within easy reach of the driver.~~

~~7.53.10.~~ 10. Whenever possible, all other electrical functions (such as sanders and electric-type windshield wipers) shall be provided with independent and properly protected circuits.

~~7.53.11.~~ 11. Each body circuit shall be coded by number or letter on a diagram of circuits and shall be attached to the body in a readily accessible location.

~~7.53.12.~~ 12. The entire electrical system of the body shall be designed for the same voltage as the chassis on which the body is mounted.

~~7.53.13.~~ 13. All wiring shall have an amperage capacity exceeding the design load by at least 25 percent. All wiring splices are to be done at an accessible location and noted as splices on wiring diagram.

~~7.53.14.~~ 14. A body wiring diagram of a size that can be easily read shall be furnished with each bus body or affixed in an area convenient to the electrical accessory control panel.

~~7.53.15.~~ 15. The body power wire shall be attached to a special terminal on the chassis.

~~7.53.16.~~ 16. All wires passing through metal openings shall be protected by a grommet.

~~7.53.17.~~ 17. Wires not enclosed within the body shall be fastened securely at intervals of not more than 18 inches. All joints shall be soldered or joined by equally effective connectors, which shall be water-resistant and corrosion-resistant.

~~7.53.18.~~ 18. Multiplex wiring may exempt manufacturers from some of the above wiring standards.

~~7.53.19.~~ 19. Buses may be equipped with a 12-volt power port in the driver's area.

## ~~8.~~ STANDARDS FOR SPECIALLY EQUIPPED SCHOOL BUSES

### ~~8.1.~~A. Introduction

~~8.1.1.~~ 1. Equipping buses to accommodate students with disabilities is dependent upon the needs of the passengers. While one bus may be fitted with a lift, another may have lap belts installed to secure child seats. Buses so equipped are not to be considered a separate class of school bus, but simply a regular school bus that is equipped for special accommodations.

~~8.1.2.~~ 2. The specifications in this section are intended to be supplementary to specifications in the chassis and body sections. In general, specially equipped buses shall meet all the requirements of the preceding sections plus those listed in this section. It is recognized by the entire industry that the field of special transportation is characterized by varied needs for individual cases and by a rapidly emerging technology for meeting those needs. A flexible, "common-sense" approach to the adoption and enforcement of specifications for these vehicles, therefore, is prudent.

~~8.1.3.~~ 3. As defined by the Code of Federal Regulations (CFR) 49§571.3, "*Bus* means a motor vehicle with motive power, except a trailer, designed for carrying more than ten persons" (eleven or more including the driver). This definition also embraces the more specific category, *school bus*. Vehicles with ten or fewer passenger positions (including the driver) ~~cannot be~~ are not classified as buses. For this reason, the federal vehicle classification *multipurpose passenger vehicle* (CFR 49§571.3), or MPV, must be used by manufacturers for these vehicles in lieu of the classification *school bus*. The definition of *designated seating position* in 49 CFR § 571.3 states that, in the case of "vehicles sold or introduced into interstate commerce for purposes that include carrying students to and from school or related events" and which are "intended for securement of an occupied wheelchair during vehicle operation," each wheelchair securement position shall be counted as four designated seating positions when determining the classification (whether *school bus* or IMPV). This classification system does not preclude state or local agencies or the National School Transportation Specifications & Procedures from requiring compliance of school bus-type MPVs with the more stringent federal standards for school buses. The following specifications address modifications as they pertain to school buses that, with standard seating arrangements prior to modifications, would accommodate eleven or more including the driver. If by addition of a power lift, mobile seating device positions or other modifications, the capacity is reduced such that vehicles become MPVs, the intent of these standards is to require these vehicles to meet the same standards they would have had to meet prior to such modifications, and such MPVs are included in all references to school buses and requirements for school buses which follow.

~~8.2.~~B. **Definition**

~~8.2.1.~~ A specially equipped school bus is any school bus that is designed, equipped, or modified to accommodate students with special transportation needs.

~~8.3.~~C. **General Requirements**

~~8.3.1.~~ 1. School buses designed for transporting students with special transportation needs shall comply with Standards for Idaho School Buses and Operations and with Federal Motor Vehicle Safety Standards (FMVSS) applicable to their Gross Vehicle Weight Rating (GVWR) category.

~~8.3.2.~~ 2. Any school bus to be used for the transportation of children who utilize a wheelchair or other mobile positioning device, or who require life-support equipment that prohibits use of the regular service entrance, shall be equipped with a power lift, unless a ramp is needed for unusual circumstances related to passenger needs.

~~8.4.~~D. **Aisles**

~~8.4.1.~~ All school buses equipped with a power lift shall provide a minimum 30-inch ~~aisle~~ pathway leading from any wheelchair/mobility aid position to at least one 30" wide emergency exit door. A wheelchair securement position shall never be located directly in front of (blocking) a power lift door location.

~~8.5.~~E. **Communications**

~~8.5.1.~~ All school buses that are used to transport individuals with disabilities shall be equipped with a two-way electronic voice communication system other than CB radio.

~~8.6.~~F. **Glazing**

~~8.6.1.~~ Tinted glazing may be installed in all doors (non-reimbursable), windows (non-reimbursable), and windshields consistent with federal, state, and local regulations.

~~8.7.~~G. **Identification**

~~8.7.1.~~ Buses with power lifts used for transporting individuals with disabilities shall display below the window line on the lift and rear doors the International Symbol of Accessibility. Such emblems shall be white on blue background, shall not exceed 12 inches by 12 inches or be less than 4 inches by 4 inches in size, and shall be of a high-intensity reflectorized material meeting Federal Highway Administration (FHWA) FP-85 Standards.

~~8.8.~~H. **Passenger Capacity Rating**

~~8.8.1.~~ In determining the passenger capacity of a school bus for purposes other than actual passenger load (e.g., vehicle classification or various billing/reimbursement models), any location in a school bus intended for securement of an occupied wheelchair/mobility aid during vehicle operations are regarded as four designated seating positions. Similarly, each lift area may be regarded as four designated seating positions.

~~8.9.~~I. **Power Lifts and Ramps**

~~8.9.1.~~ 1. The power lift shall be located on the right side of the bus body when not extended. Exception: The lift may be located on the left side of the bus if, and only if, the bus is primarily used to deliver students to the left side of one-way streets.

~~8.9.2.~~ 2. A ramp device may be used in lieu of a mechanical lift if the ramp meets all the requirements of the Americans with Disabilities Act (ADA) as found in 36 CFR §1192.23 Vehicle ramp.

~~8.9.3.~~ 3. A ramp device that does not meet the specifications of ADA but does meet the specifications delineated below may be installed and used, when, and only when, a power lift system is not adequate to load and unload students having special and unique needs. A readily accessible ramp may be installed for emergency exit use. If stowed in the passenger compartment, the ramp must be properly secured and placed away from general passenger contact. It must not obstruct or restrict any aisle or exit while in its stowed or deployed position.

~~8.9.4.~~ 4. All specially equipped school buses ~~vehicles covered by this standard~~ shall provide a level-change mechanism or boarding device (e.g., lift or ramp), complying with ~~paragraph B of this section or~~ the Ramp Section ~~,~~ with sufficient clearances to permit a wheelchair or other mobility aid user to reach a securement location.

~~8.10.~~ J. **Vehicle Lifts & Installations**

~~8.10.1.~~ 1. Vehicle lifts and installations shall comply with the requirements set forth in FMVSS 403, Platform Lift Systems for Motor Vehicles, and FMVSS 404, Platform Lift Installations in Motor Vehicles.

~~8.10.2.~~ 2. The design load of the vehicle lift shall be at least 800 pounds. Working parts, such as cables, pulleys and shafts, which can be expected to

wear, and upon which the vehicle lift depends for support of the load, shall have a safety factor of at least six, based on the ultimate strength of the material. Nonworking parts, such as platform, frame and attachment hardware that would not be expected to wear shall have a safety factor of at least three, based on the ultimate strength of the material.

~~8.10.3.~~ 3. The vehicle lifting mechanism and platform shall be capable of operating effectively with a wheelchair and occupant mass of at least 800 pounds.

~~8.10.4.~~ 4. Controls: (See 49 CFR 571.403, S6.7, *Control Systems*)

~~8.10.5.~~ 5. Emergency Operations: (See 49 CFR 571.403, S6.9, *backup Operation*)

~~8.10.6.~~ 6. Power or Equipment Failures: (See 49 CFR 571.403, S6.2.2, *Maximum Platform Velocity*)

7. Platform Barriers: (See 49 CFR 571.403, S6.4.2, S6.4.3, *Platform Requirements*) (See, also "Wheelchair or Mobility Aid Envelope" figure at the end of this section)

~~8.10.7.~~ 8. Platform Surface: (See 49 CFR 571.403,S6.4.2, S6.4.3, Platform Requirements) (See, also "Wheelchair or Mobility Aid Envelope" figure at the end of this subsection)

~~8.10.8.~~ 9. Platform Gaps and Entrance Ramps: (See 49 CFR 571.403, S6.4.4, *Gaps, Transitions, and Openings*)

~~8.10.9.~~ 10. Platform Deflection: (See 49 CFR 571.403, S6.4.5, *Platform Deflection*)

~~8.10.10.~~ 11. Platform Movement: (See 49 CFR 571.403, S6.2.3, *Maximum Platform Acceleration*)

~~8.10.11.~~ 12. Boarding Direction: The lift shall permit both inboard and outboard facing of wheelchair and mobility aid users.

~~8.10.12.~~ 13. Use by Standees~~:~~ Lifts shall accommodate persons who are using other aids/devices other than a wheelchair (resulting in other than a seated position) who need to use to the lift. Such persons should use a wheelchair or other wheel-based mobility device for boarding or exiting the bus, and then should be transferred to a bus seat for the ride. During lift operations no one shall be allowed to stand on the lift platform, unless otherwise noted in an IEP or 504 in accordance with an aid riding with a student on the lift~~. walkers, crutches, canes or braces, or who otherwise have difficulty using steps. The~~

~~platform may be marked to indicate a preferred standing position.~~ **Note:** This item refers to equipment-specifications.

~~8.10.13.~~ 14. Handrails: (See 49 CFR 571.403, S6.4.9, *Handrails*)

~~8.10.14.~~ 15. Circuit Breaker: A resettable circuit breaker shall be installed between the power source and the lift motor if electrical power is used. It shall be located as close to the power source as possible, but not within the passenger/driver compartment.

~~8.10.15.~~ 16. Excessive Pressure: (See 49 CFR 571.403, S6.8 *Jacking Prevention*)

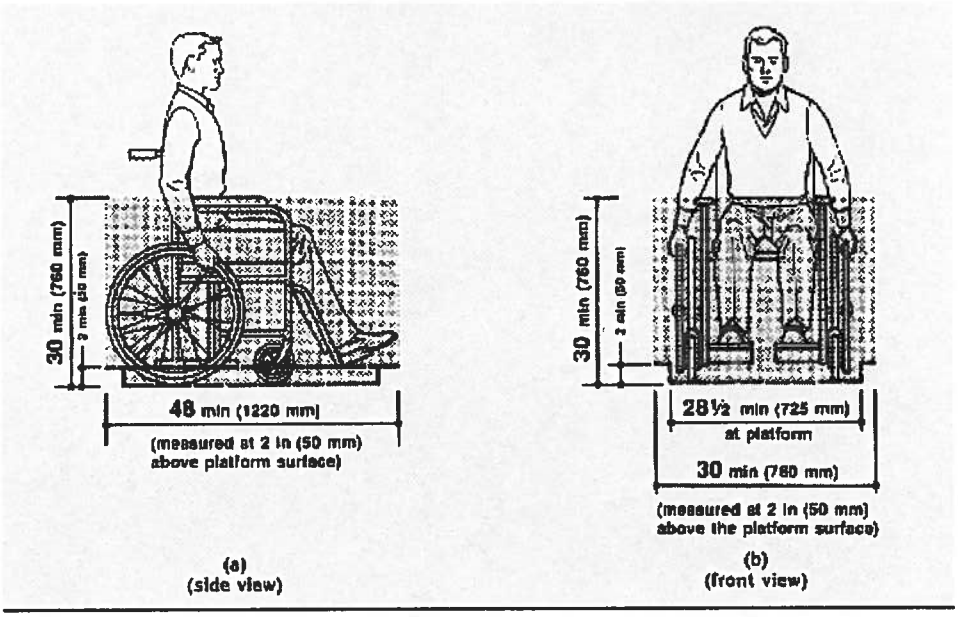
~~8.10.16.~~ 17. Documentation: the following information shall be provided with each vehicle equipped with a lift:

~~8.10.16.1.~~ a. A phone number where information can be obtained about installation, repair, and parts. (Detailed written instructions and a parts list shall be available upon request.)

~~8.10.16.2.~~ b. Detailed instructions regarding use of the lift shall be readily visible when the lift door is open, including a diagram showing the proper placement and positioning of wheelchair/mobility aids on the lift.

~~8.10.17.~~ 18. Training Materials: The lift manufacturer shall make training materials available to ensure the proper use and maintenance of the lift. These may include instructional videos, classroom curriculum, system test results or other related materials.

~~8.10.18.~~ 19. Identification and Certification: Each lift shall be permanently and legibly marked or shall incorporate a non-removable label or tag that states it confirms to all applicable requirements of the current National School Transportation Specifications and Procedures. In addition and upon request of the original titled purchaser, the lift manufacturer or an authorized representative shall provide a notarized Certificate of Conformance, either original or photocopied, which states that the lift system meets all the applicable requirements of the current National School Transportation Specifications and Procedures.




## K. Vehicle Ramp

1. A ramp device may be used in lieu of a mechanical lift if the ramp meets all the requirements of the Americans with Disabilities Act (ADA) as found in 36 CFR §1192.23, Vehicle ramp.

~~8.11.~~ 2. A ramp device that does not meet the specifications of ADA, but does meet the specifications of paragraph 3 (a-d) of National School Transportation Specifications and Procedures (NSTSP of May 2010 Edition), this section, may be installed and used, when, and only when, a power lift system is not adequate to load and unload students having special and unique needs. A readily accessible ramp may be installed for emergency exit use.

~~8.11.1.~~ 3. If a ramp is used, it shall be of sufficient strength and rigidity to support at least 800# over an~~d~~ area of 26" x 26" ~~the special device, occupant and attendant(s)~~. It shall be equipped with a protective flange on each longitudinal side to keep the special device on the ramp.

~~8.11.2.~~ 4. The surface of the ramp shall be constructed of non-skid material.

~~8.11.3.~~ 5. The ramp shall be equipped with handles and shall be of weight and design to permit one person to put the ramp in place and return it to its storage place. It shall be stored outside the passenger compartment.

~~8.11.4.~~ 6. Ramps used for emergency evacuation purposes may be installed in raised floor buses by manufacturers. They shall not be installed as a substitute for a lift when a lift is capable of serving the need.

~~8.12.~~ L. **Regular Service Entrance**

~~8.12.1.~~ 1. On power lift-equipped vehicles, the bottom step shall be the full width of the stepwell, excluding the thickness of the doors in open position.

~~8.12.2.~~ 2. In addition to the ~~HANDRAIL~~handrail required in the BUS BODY AND CHASSIS section, an additional handrail may be provided on all SPECIALLY EQUIPPED SCHOOL BUSES. This rail shall be located on the opposite side of the entrance door from the rail required in the BUS BODY AND CHASSIS section and shall meet the same requirements for handrails. ~~A suitable device shall be provided to assist passengers during entry or egress. This device shall allow for easy grasping or holding and shall have no openings or pinch points that might entangle clothing, accessories or limbs.~~

~~8.13.~~ M. **Restraining Devices**

1. On power lift-equipped vehicles~~,~~ with a GVWR of 10,000 pounds or more, seat frames may be equipped with attachment points to which belt assemblies can be attached for use with child safety restraint systems (CSRSs) that comply with FMVSS No. 213, Child Restraint Systems. Any belt assembly anchorage shall comply with FMVSS No. 210, Seat Belt Assembly Anchorages. ~~seat frames may be equipped with attachments or devices to which belts, restraining harnesses or other devices may be attached. Attachment framework or anchorage devices, if installed, shall conform to FMVSS No. 210.~~

~~8.13.1.~~ a. Alternatively, a child restraint anchorage system that complies with FMVSS No. 225, Child Restraint Anchorage Systems, may be installed.

~~8.13.2.~~ 2. Belt assemblies, if installed, shall conform to FMVSS No. 209~~.~~, Seat Belt Assemblies.

~~8.13.3.~~ 3. Child safety restraint systems, which are used to facilitate the transportation of children who in other modes of transportation would be required to use a child, infant, or booster seat, shall conform to FMVSS No. 213.

~~8.14.~~ N. **Seating Arrangements**

~~8.14.1.~~ Flexibility in seat spacing to accommodate special devices shall be permitted to meet passenger requirements. All seating shall be forward-facing, School Bus Passenger Seating and Crash Protection and meet requirements of FMVSS No. 222.

~~8.15.~~ O. **Securement and Restraint System for Wheel Chair/~~Mobility Aid and Occupant~~ and Wheel Chair Seated Occupants**

~~8.15.1.~~ 1. For purposes of understanding the various aspects and components of this section, the term *securement and tiedown* and the phrases securement system or tiedown system are used exclusively in reference to the devices that anchor the wheelchair to the vehicle. The term *restraint* and the phrase *restraint system* are used exclusively in reference to the equipment that is intended to limit the movement of the wheelchair occupant in a crash or sudden maneuver. The term *wheelchair tiedown and occupant restraint system (WTORS)* is used to refer to the total system that secures the wheelchair and restrains the wheelchair occupant.

~~8.15.1.1.~~ a. **WTORS—General Requirements**

~~8.15.1.1.1.~~ b. A wheelchair tiedown and occupant restraint system installed in specially equipped school buses shall be designed, installed, and operated for the use with forward-facing wheelchair-seated passengers and shall comply with all applicable requirements of FMVSS 222, *School Bus Passenger Seating and Crash Protection*, and ~~Section 18 of ANSI/RESNA, *Wheelchair Standards.*~~ SAE J2249, W~~w~~heelchair T~~t~~ie D~~d~~own and occupant restraint systems for use in motor vehicles.

~~8.15.1.1.2.~~ (1) The WTORS, including the anchorage track, floor plates, pockets or other anchorages, shall be provided by the same manufacturer or shall be certified to be compatible by manufacturers of all equipment/systems used.

~~8.15.1.1.3.~~ (2) A device for storage of the WTORS shall be provided. When the system is not in use, the storage device shall allow for clean storage of the system, shall keep the system securely contained within the passenger compartment, shall provide reasonable protection from vandalism and shall enable the system to be readily accessed for use.

~~8.15.1.1.4.~~ (3) The WTORS, including the storage device, shall meet the flammability standards established in FMVSS No. 302, *Flammability of Interior Materials.*

~~8.15.1.1.5.~~ (4) The following information shall be provided with each vehicle equipped with a securement and restraint system:

~~8.15.1.1.5.1.~~ (5) A phone number where information can be obtained about installation, repair, and parts. (Detailed written instructions and parts list shall be available upon request.)

~~8.15.1.1.5.2.~~ (6) Detailed instructions regarding use, including a diagram showing the proper placement of the wheelchair/mobility aids and positioning of securement devices and occupant restraints, including correct belt angles.

~~8.15.1.1.6.~~ (7) The WTORS manufacturer shall make training materials available to ensure the proper use and maintenance of the WTORS. These may include instructional videos, classroom curriculum, system test results or other related materials.

~~8.15.1.2.~~ c. **Wheelchair Securement/Tiedown:** (See CFR 571.403, S5.4.1, S5.4.2)

~~8.15.1.2.1.~~ Each wheelchair position in a specially equipped school bus shall have a minimum clear floor area of 30 inches laterally by 48 inches longitudinally. Additional floor area may be required for some wheelchairs. Consultation between the user and the manufacturer is recommended to insure that adequate area is provided.

~~8.15.1.3.~~ d. **Occupant Restraint System:** (See CFR 571.403, S5.4.3, S5.4.4)

~~8.16.~~ P. **Special Light**

~~8.16.1.~~ Doorways in which lifts are installed shall have for use during lift operation a special light(s) providing a minimum of two foot-candles of illumination measured on the floor of the bus immediately adjacent to the lift.

**Q. Special ~~Service~~ Entrance Door**

~~8.16.2.~~ 1. Power lift-equipped buses shall have a special service entrance to accommodate the power lift.

~~8.16.2.1.~~ Exception: If the lift is designed to operate within the regular service entrance, and is capable of stowing such that the regular service entrance is not blocked in any way, and that persons entering or exiting the bus are not impeded in any way, a special service entrance shall not be required.

~~8.16.3.~~ 2. The special service entrance and door shall be located on the right side of the bus and shall be designed so as not to obstruct the regular service entrance.

~~8.16.3.1.~~ Exception: A special service entrance and door may be located on the left side of the bus if, and only if, the bus is used primarily to deliver students to the left side of one-way streets and its use is limited to that function.

~~8.16.4.~~ 3. The opening may extend below the floor through the bottom of the body skirt. If such an opening is used, reinforcements shall be installed at the front and rear of the floor opening to support the floor and give the same strength as other floor openings.

~~8.16.5.~~ 4. A drip molding shall be installed above the opening to effectively divert water from entrance.

~~8.16.6.~~ 5. Door posts and headers at the entrance shall be reinforced sufficiently to provide support and strength equivalent to the areas of the side of the bus not used for the special service entrance.

**~~8.17.~~ R. Special ~~Service~~ Entrance Doors**

~~8.17.1.~~ 1. A single door or double doors may be used for the special service entrance.

~~8.17.2.~~ 2. A single door shall be hinged to the forward side of the entrance unless doing so would obstruct the regular service entrance. If, due to the above condition, the door is hinged to the rearward side of the doorway, the door shall utilize a safety mechanism that will prevent the door from swinging open should the primary door latch fail. If double doors are used, the system shall be designed to prevent the door(s) from being blown open by the wind resistance created by the forward motion of the bus, and/or shall incorporate a safety mechanism to provide secondary protection should the primary latching mechanism(s) fail.

~~8.17.3.~~ 3. All doors shall have positive fastening devices to hold doors in the "open" position.

~~8.17.4.~~ 4. All doors shall be weather sealed.

~~8.17.5.~~ 5. When manually-operated dual doors are provided, the rear door shall have at least a one-point fastening device to the header. The forward-mounted door shall have at least three one-point fastening devices. One shall be to the header, one to the floor line of the body, and the other shall be into the rear door. The door and hinge mechanism shall be of a strength that is greater than or equivalent to the emergency exit door.

~~8.17.6.~~ 6. Door materials, panels and structural strength shall be equivalent to the conventional ~~service~~ entrance and emergency doors. Color, rub rail extensions, lettering and other exterior features shall match adjacent sections of the body.

~~8.17.7.~~ 7. Each door shall have windows set in rubber that are visually similar in size and location to adjacent non-door windows. Glazing shall be of same type and tinting (if applicable) as standard fixed glass in other body locations.

~~8.17.8.~~ 8. Door(s) shall be equipped with a device that will actuate an audible or flashing signal located in the driver's compartment when door(s) is not securely closed and the ignition is in the "on" position.

~~8.17.9.~~ 9. A switch shall be installed so that the lifting mechanism will not operate when the lift platform door(s) is closed.

~~8.17.10.~~ 10. Special service entrance doors shall be equipped with padding at the top edge of the door opening. Padding shall be at least three inches wide and one inch thick and shall extend the full width of the door opening.

~~8.18.~~ S. **Support Equipment and Accessories**

~~8.18.1.~~ ~~Each bus which is set up to accommodate wheelchair/mobility aids or other assistive or restraint devices that utilize belts shall contain at least one belt cutter properly secured in a location within reach of the driver while belted into his/her driver's seat. The belt cutter shall be durable and designed to eliminate the possibility of the operator or others being cut during use.~~1. In addition to the webbing cutter required in the BUS BODY AND CHASSIS section, each specially equipped school bus that is set up to accommodate wheelchairs or other assistive or restraint devices with belts attached shall contain an additional webbing cutter properly secured in a location to be determined by the purchaser. The belt cutter shall meet the requirements listed in the BUS BODY AND CHASSIS section.

~~8.18.2.~~ 2. Special equipment or supplies that are used on the bus for mobility assistance, health support or safety purposes shall meet any local, federal or engineering standards that may apply, including proper identification.

~~8.18.3.~~ 3. Equipment that may be used for these purposes includes, but is not limited to:

~~8.18.3.1.~~ a. Wheelchairs and other mobile seating devices. (See section on Securement and Restraint System for Wheelchair~~/Mobility Aid~~ and Wheelchair-seated Occupant.)

~~8.18.3.2.~~ b. Crutches, walkers, canes and other ambulating devices.

~~8.18.3.3.~~ c. Medical support equipment, which may include respiratory devices such as oxygen bottles (which should be no larger than 22 cubic feet for liquid oxygen and 38 cubic feet for compressed gas) or ventilators. Tanks and valves should be located and positioned to protect them from direct sunlight, bus heater vents or other heat sources. Other equipment may include intravenous and fluid drainage apparatus.

~~8.19.4~~ 4. All portable equipment and special accessory items, including the equipment listed above, shall be secured at the mounting location to withstand a pulling force of five times the weight of the item or shall be retained in an enclosed, latched compartment. The compartment shall be capable of withstanding forces applied to its interior equal to five times the weight of its contents without failure to the box's integrity and securement to the bus. Exception: If these standards provide specific requirements for securement of a particular type of equipment, the specific standard shall prevail (e.g., wheelchairs).

## T. Technology and Equipment

It is the intent of these specifications to accommodate new technologies and equipment that will better facilitate the transportation of students with special needs. New technology and equipment is acceptable for use in specially equipped vehicles if:

1. It does not compromise the effectiveness or integrity of any major safety system. (Examples of safety systems include, but are not limited to, compartmentalization, the eight-lamp warning system, emergency exits and the approved color scheme.)

1. It does not diminish the safety of the bus interior.

2. It does not create additional risk to students who are boarding or exiting the bus or are in or near the school bus loading zone.

3. It does not require undue additional activity and/or responsibility for the driver.

4. It generally increases efficiency and/or safety of the bus, generally provides for a safer or more pleasant experience for the occupants and pedestrians in the vicinity of the bus and/or generally assists the driver and makes his/her many tasks easier to perform.

## ~~9.~~ STANDARDS FOR ALTERNATIVE FUELS

### ~~9.1.~~A. Introduction

~~9.1.1.~~ This section is designed to be used as an overview of the alternative fuels being utilized for student school transportation. It is not designed to replace current applicable federal, state, manufacturing or safety specifications that may exceed requirements within this section. There may be advancements in engineering and improvements in equipment fabrication methods and operating practices that differ from those specifically called for in this section. Such deviations or improvements may provide safety and may meet the intent of, and be compatible with, this section. Entities wishing to purchase alternative fuel school buses should use this section only as a starting point. More detailed specifications, including specific design and performance criteria and safety specifications, should be researched by prospective purchasers of alternative-fuel school buses.

### ~~9.2.~~B. General Requirements

~~9.2.1.~~ 1. Alternative fuel school buses shall meet the following requirements:

~~9.2.1.1.~~ a. Chassis shall meet all standards previously mentioned in BUS CHASSIS STANDARDS.

~~9.2.1.2.~~ b. Chassis shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS).

~~9.2.1.3.~~ c. The fuel system integrity shall meet the specified leakage performance standards when impacted by a moving contoured barrier in accordance with test conditions specified in FMVSS No. 301 or FMVSS No. 303, as applicable.

~~9.2.1.4.~~ d. Original equipment manufacturers (OEMs) and conversion systems using compressed natural gas (CNG) shall comply with National Fire Protection Association (NFPA) Specification 52 A, "Compressed Natural Gas Vehicular Fuel Systems," in effect at the time of installation. Fuel systems using liquefied petroleum gas (LPG) shall comply with NFPA Specification 58 A, "Liquefied Petroleum Gases Engine Fuel Systems" in effect at the time of installation.

~~9.2.1.5.~~ e. All alternative fuel buses shall be capable of traveling not less than 200 miles with a full load, except those powered by electricity shall be capable of traveling not less than 80 miles.

~~9.2.1.6.~~ f. Natural gas-powered buses shall be equipped with an interior/exterior gas detection system. All natural gas-powered buses shall be equipped with an automatic or manual fire detection and suppression system.

~~9.2.1.7.~~ g. All materials and assemblies used to transfer or store alternative fuels shall be installed outside the passenger/driver compartment.

~~9.2.1.8.~~ h. All Types C and D buses using alternative fuels shall meet the same base requirements of BUS CHASSIS STANDARDS for passenger load.

~~9.2.1.9.~~ i. The total weight shall not exceed the GVWR when loaded to rated capacity.

~~9.2.1.10.~~ j. The manufacturer supplying the alternative fuel equipment must provide the owner and operator with adequate training and certification in fueling procedures, scheduled maintenance, troubleshooting and repair of alternative fuel equipment.

~~9.2.1.11.~~ k. All fueling equipment shall be designed specifically for fueling motor vehicles and shall be certified by the manufacturer as meeting all applicable federal, state and industry standards.

~~9.2.1.12.~~ l. All on-board fuel supply containers shall meet all appropriate requirements of the American Society for Mechanical Engineering (ASME) code, DOT regulations or applicable FMVSSs and NFPA standards.

~~9.2.1.13.~~ m. All fuel supply containers shall be securely mounted to withstand a static force of eight times their weight in any direction.

~~9.2.1.14.~~ n. All safety devices that discharge to the atmosphere shall be vented to the outside of the vehicle. The discharge line from the safety relief valve on all school buses shall be located in a manner appropriate to the characteristics of the alternative fuel. Discharge lines shall not pass through the passenger compartment.

~~9.2.1.15.~~ o. A positive quick-acting (¼ turn) shut-off control valve shall be installed in each gaseous fuel supply line, as close as possible to the fuel supply containers. The valve controls shall be placed in a location easily operable from the exterior of the vehicle. The location of the valve control shall be clearly marked on the exterior surface of the bus.

~~9.2.1.16.~~ p. An electrical grounding system shall be required for grounding of the fuel system during maintenance-related venting.

~~9.2.1.17.~~ q. Bio-Diesel must conform to the specifications of ASTM 6751, *Biodiesel Standards.*

~~9.2.1.18.~~ r. High voltage-powered school buses utilizing a high voltage propulsion system (more than 48 nominal volts) shall meet the requirements of FMVSS 305, except for the following:

~~9.2.1.18.1.~~ (1) The propulsion power source (batteries, fuel cells, etc.) shall be located outside the passenger compartment.

~~9.2.1.18.2.~~ (2) The propulsion power source enclosure shall be constructed to conform to the power source manufacturer's requirements and recommendations.

~~9.2.1.18.3.~~ (3) Due to the much larger size and quantities of the propulsion power sources on large vehicles, buses over 10,000 lbs. are permitted to exceed the 5.0 liter spillage constraint of Section S5.1, "Electrolyte damage from propulsion batteries."

~~9.3.~~C. **Characteristics of Alternative Fuels**

~~9.3.1.~~ 1. For the purpose of this section, alternative fuels refer to the specific fuels listed below. A brief description of each fuel is shown. (See National School Transportation Specifications & Procedures Alternative Fuels Comparison Chart)

~~9.3.2.~~ 2. Note: Two other more exotic fuels are being examined, hydrogen and solar power. These two energy sources are in their infancy as alternative fuels for motor vehicles and are not covered within the scope of this section.

~~9.3.3.~~ 3. *Liquid Alternative Fuels:*

a. Methanol, a liquid at normal ambient temperatures, is colorless, and is made primarily from natural gas or coal. Extensive experiments have been conducted with automobile and truck engines powered by methanol. There are a number of urban transit bus fleets currently using methanol. California has experience with methanol as an alternative fuel for school buses through their School Bus Demonstration Project. The findings clearly determined methanol fuel to be costly to operate and unreliable. (Advantages and disadvantages listed in National School Transportation Specifications and Procedures May 2010 – Alternative Fuels.)

~~9.3.3.1.~~ b. Ethanol is a distilled agricultural alcohol product that is a liquid and is colorless at normal ambient temperatures. Corn is the current primary grain source. It has many of the same characteristics as methanol. Currently, ethanol is used primarily in a mixture with gasoline, usually no more than 10% ethanol.

c. Clean diesel was one of the alternative fuels approved in the Clean Air Act Amendments of 1990. The first step to be undertaken was further refining to reduce sulfur content and hence the significant particulate emissions caused by the sulfur. Significant advancement in this process has resulted in the development of ultra-low sulfur content diesel fuel. Refinery techniques can now produce diesel fuel with a sulfur content below 15 parts per million (PPM). The availability of this fuel supports the installation of an advanced exhaust after-treatment device in the form of a continuously regenerating trap (CRT). This CRT technology reduces the exhaust particulate content by approximately 90 percent from currently mandated levels (to essentially zero) and the hydrocarbons to an unmeasurable level (to essentially zero). Further steps are being developed to add cetane boosters, which increase efficient combustion. (Advantages and disadvantages listed in National School Transportation Specifications and Procedures May 2010 – Alternative- Fuels.)

~~9.3.3.2.~~ ~~d. Biodiesel is a fuel manufactured from vegetable oils, recycled cooking greases, or animal fats. The term "biodiesel" refers to the pure fuel. Biodiesel blends or BXX refers, to a fuel that is composed of XX% biodiesel and XX% diesel fuel. The City of Seattle, for example, has been using B20 which is 20% biodiesel blended with 80% low sulfur diesel. B100 is pure biodiesel. The diesel fuel can be No. 1 or No. 2. Biodiesel and biodiesel blends should only be used in compression-ignition engines that are designed to be operated on diesel fuel as described in ASTM 975 or related military specifications. Biodiesel or blends should never be put into a gasoline engine. Biodiesel fuel can be used in compression-ignition engines in cars, trucks, construction equipment, boats, generators, and in most other applications where diesel is typically used. Biodiesel fuel is renewable, is domestically produced and is commercially available in all fifty (50) states. It provides similar performance to diesel; has high cetane, high lubricity, high flash point, and is the safest of all fuels to store and handle. Biodiesel has the highest BTU content of any alternative fuel.( Was moved to just after Hybrid Electric and Advantages and disadvantages listed in standards were not printed in SISBO.)~~

~~9.3.3.3.~~ e. Reformulated gasoline is a specially blended fuel with the following properties: (1) lower vapor pressure that reduces evaporation during operation and refueling, and (2) more efficient combustion through the addition of high-octane oxygenates. Reformulated gasoline aromatic

levels have been lowered, which provides less in the way of hydrocarbon tail pipe emissions. Reformulated gasoline (RFG)~~0~~ is required by the EPA in certain metropolitan areas. However, those areas are becoming fewer. (Advantages and disadvantages listed in ~~standards not printed in SISBO..~~National School Transportation Specifications and Procedures May 2010 – Alternative Fuels.)

~~9.3.4.~~ 4. *Gaseous Alternative Fuels:*

~~9.3.4.1.~~ a. Natural gas is primarily methane as it comes from the well, and it burns quite cleanly in its unprocessed state. Natural gas has a higher ignition point (temperature) and a narrower fuel/oxygen mixture combustion range than other fuels. Energy is consumed in processing natural gas to achieve sufficient vehicle storage (i.e., compression or cryogenic processes). (See Compressed Natural Gas and Liquid Natural Gas below.) Natural gas is lighter than air in ambient conditions and does not pool on the ground, a condition that requires buildings used for indoor housing of natural gas vehicles to be adequately ventilated at the ceiling.

~~9.3.4.2.~~ b. Compressed natural gas, or CNG, consists primarily of mixtures of hydrocarbon gases and vapors, consisting principally of methane ($CH_4$) in gaseous form, which is compressed for use as a vehicular fuel. (Advantages and disadvantages listed in National School Transportation Specifications and Procedures May 2010 – Alternative Fuels.)

~~9.3.4.3~~ c. Liquid natural gas, or LNG, utilizes the same natural gas source (primarily methane) as CNG, but requires purification of the gas and cooling and storage below -260 degrees Fahrenheit to liquefy the natural gas. Converting natural gas to liquid form provides storage of a much greater amount on the vehicle than can be achieved in the gaseous state. The process of liquefying the natural gas also yields almost pure methane gas with predictable performance characteristics (Advantages and disadvantages listed in National School Transportation Specifications and Procedures May 2010 – Alternative Fuels.)

~~9.3.4.4d.~~ d Propane, also known as Liquefied Petroleum Gas or LPG, is sometimes available directly from wells, but is normally produced as a by-product of the gasoline refining process. It has been used for a number of years in light-duty commercial vehicles in urban areas around the world. (Advantages and disadvantages listed in National School Transportation Specifications and Procedures May – 2010 Alternative Fuels.)

~~9.3.4.5.~~-.e Electric Power or the use of electricity as a power source for school buses is an emerging technology that is under considerable research due to the potential for reduced overall emissions. Research is centering on ways to increase the capacity and reduce the weight of batteries, as well as

improving the motors used to power the vehicles and the associated electronics. Recharging technology is also developing rapidly. Most of these efforts have the goals of improving the range and performance of electric vehicles, reducing their cost and addressing operational concerns, such as recharging.

f. Hybrid electric and plug-in hybrid electric vehicles, while technically not an alternative fuel, are treated as such in most federal and state programs due to the novel approach to energy use. Straight hybrid electric vehicles are, by far, the largest and fastest growing sector of alternative fuel vehicles. Plug-in hybrid electric vehicles take advantage of the straight hybrid system, but also allow the user to precharge the battery packs to gain additional range and reduce combustion engine usage.( Advantages and disadvantages listed in National School Transportation Specifications and Procedures May – 2011Alternative Fuels.)

~~a.~~ g. Biodiesel is a fuel manufactured from vegetable oils, recycled cooking greases, or animal fats. The term "biodiesel" refers to the pure fuel. Biodiesel blends or BXX refers, to a fuel that is composed of XX% biodiesel and XX% diesel fuel. The City of Seattle, for example, has been using B20 which is 20% biodiesel blended with 80% low sulfur diesel. B100 is pure biodiesel. The diesel fuel can be No. 1 or No. 2. Biodiesel and biodiesel blends should only be used in compression-ignition engines that are designed to be operated on diesel fuel as described in ASTM 975 or related military specifications. Biodiesel or blends should never be put into a gasoline engine. Biodiesel fuel can be used in compression-ignition engines in cars, trucks, construction equipment, boats, generators, and in most other applications where diesel is typically used. Biodiesel fuel is renewable, is domestically produced and is commercially available in all fifty (50) states. It provides similar performance to diesel; has high cetane, high lubricity, high flash point, and is the safest of all fuels to store and handle. Biodiesel has the highest BTU content of any alternative fuel.

h. Clean diesel was one of the alternative fuels approved in the Clean Air Act Amendments of 1990. The first step to be undertaken was further refining to reduce sulfur contents and hence the significant particulate emissions caused by the sulfur. Significant advancement in this process has resulted in the development of ultra-low sulfur content diesel fuel. Refinery techniques can now produce diesel fuel with a sulfur content below 15 parts per million (PPM). The availability of this fuel supports the continuously regenerating filter, known as a diesel particulate filter, This technology reduces the exhaust particulate content by approximately 90 percent from currently mandated levels (to essentially zero). Further steps are being developed to add cetane booster, which increase efficient combustion. (Advantages and disadvantages listed in National School Transportation Specifications and Procedures May 2010 – Alternative Fuels.)

## ~~10.~~ SCHOOL BUS WITHDRAWAL FROM SERVICE STANDARDS

~~10.1.~~ The State Department of Education shall develop, maintain and periodically distribute out-of-service criteria (a matrix), the basis of which shall be the latest published document from the most recent National Conference on School Transportation. The Out-of-Service Matrix shall be subsequent to input from the Student Transportation Steering Committee and new school bus state inspectors, as needed. These standards are intended to ensure that all Idaho school buses are maintained in a safe manner. When inspection of a bus reveals a maintenance condition that is below an out-of-service standard it shall be the duty of the technician performing the inspection to remove the vehicle from service until the discrepancy has been corrected. These standards shall apply to both new and used buses and shall be the criteria used whenever an Idaho school bus is inspected. These standards are to be used whenever a 60-day, Annual or New School Bus Inspection is being performed by state inspectors or district, contractor, or outside contracted maintenance personnel. (33-1506, Idaho Code)

## STANDARDS FOR STUDENT TRANSPORTATION OPERATIONS

### A. Introduction

The success of any school transportation operation depends largely on the performance and degree of dedication displayed by those involved. The school bus is an extension of the classroom and as such, the ride to school should be safe and~~,~~ efficient in an atmosphere conducive to learning readiness. Open and honest communication between all stakeholders is vital for the success of the transportation program. Transportation is critical to the education process, and the school bus is the safest form of transportation. Therefore, transportation to and from school on a school bus shall be offered to all eligible students. Districts or the governing body responsible for pupil transportation shall have an eligibility policy, which takes safety into account, addressing distances from school for all age groups. If transportation eligibility is maximized, the result will be more students on buses.

### B. School Travel Choices

1. Children in the United States travel to and from pre-school, school and related activities by a variety of modes. Administrators, parents and students often choose or encourage the use of modes of travel for reasons other than maximizing safety or minimizing risk (e.g., convenience, flexibility, and budget). **It is recommended that all eligible school students be transported in a school bus.**

2. Each travel mode has its inherent risks, which vary from community to community, school to school and program to program, and any shifts from one mode to another can have a marked effect on the overall safety of travel for a particular community, school or program. The goal is to improve safety for all children traveling to and from pre-school, school and related activities and to provide communities with the information needed to make informed choices that balance their needs and resources.

~~11.~~

### ~~11.1.~~ C. Administration

~~11.1.1.~~ 1. In compliance with 33-1511, Idaho Code, the State Department of Education shall provide the following:

~~11.1.1.1.~~ a. Leadership in the development of a comprehensive student transportation program for statewide application.

~~11.1.1.2.~~ b. A state supervisor of student transportation with the staff and resources necessary for optimal job performance.

~~11.1.1.3.~~ c. A comprehensive school bus operator and school bus technician training program.

~~11.1.1.4.~~ d. Frequent visits to local school districts and charter schools to audit, inspect, review and evaluate student transportation programs and financial systems (including reimbursement claim accuracy) and provide direction as necessary. Adequate frequency shall be defined as, at least once every three years.

~~11.1.1.5.~~ e. The supervisor of student transportation, based upon results of program reviews, fiscal audits, and spot inspections as set forth in section 33-1506, Idaho Code, will provide school districts a list of required corrective actions, when necessary (33-1511, Idaho Code).

~~11.1.1.6.~~ f. Follow-up visits to ensure implementation of corrective action plans. The supervisor of student transportation shall require school districts to submit progress reports on those corrective actions developed by the supervisor of school transportation to the state department of education at prescribed intervals until deficiencies are corrected or the corrective actions no longer apply (33-1511, Idaho Code).

~~11.1.1.7.~~ g. The supervisor of student transportation may withhold all or a portion of a district's pupil transportation reimbursement funding in instances of noncompliance with the requirements of § 33-1511(6) or § 33-1506 Idaho Codes.

~~11.1.1.8.~~ h. Managing the state's student transportation program to include planning, budgeting, and forecasting requirements for the operation.

~~11.1.1.9.~~ i. Collecting and analyzing statistical and financial data.

~~11.1.1.10.~~ j. Developing, preparing and organizing manuals, handbooks and written training programs for student transportation personnel.

11.1.1.11. k. Providing consulting services and assistance to local districts as necessary.

D. **Local School District Administration**

1. The local district responsible for student transportation shall supervise the overall transportation operation within the respective district.

2. Assign adequately trained staff responsible for implementing and/or supervising a comprehensive student transportation program.

3. Ensure compliance with federal and state student transportation laws, regulations and policies, including drug/alcohol testing programs as required in the Omnibus Transportation Employee Testing Act of 1991, and in compliance with 49 CFR, Parts 40 and 382.

~~11.2.~~ E. **Written Policies**

~~11.2.1.~~ 1. In compliance with 33-1501 through 33-1512, Idaho Code, the local board of trustees will establish and adopt a set of written policies governing the student transportation system, including policies for disabled students. Contracting school districts shall ensure compliance to written policies by student transportation contractors. The district's written policies shall, at a minimum, include:

~~11.2.1.1.~~ a. Student transportation operations, including participation in training programs for all transportation personnel.

~~11.2.1.2.~~ b. The evaluation of school bus routes and the periodic evaluation of student transportation personnel. The transportation supervisor or the district's school bus driver trainer shall evaluate a minimum of once per year each route and each driver for the purpose of assessing driver performance and the safety of routes and bus stops (*National School Transportation Specifications & Procedures, Identification and Evaluation of School Bus Route and Hazard Marking Systems*). The time schedule for pickup and delivery of children shall be followed as accurately as possible. Documentation of the driver and route evaluation shall be retained in the driver's personnel file. The State Department of Education shall develop and maintain model evaluation procedures and forms.

~~11.2.1.3.~~ c. The investigation and reporting of accidents and other transportation problems. Drivers shall report all school bus accidents to local school authorities and the appropriate law enforcement agency in accordance with Title 49, Chapter 13 of Idaho Code. Subsequent to the accident or incident, a Uniform School Bus Accident/Injury or appropriate Incident Report Form shall be completed by the driver or transportation supervisor and submitted to the State Department of Education within fifteen (15) days.

~~11.2.1.4.~~ d. Providing supervision of loading and unloading areas at or near schools during unloading and loading of school buses. School districts shall provide an adequate number of supervisors for the size of the loading area and number of students present and ensure close, continuous and interactive supervision whenever students and/or buses are present in the loading area.

e. ~~Providing emergency training and periodic evacuation drills for students and drivers in accordance with National Highway Safety Program Guideline 17. Documentation of all evacuation drills shall be maintained for a period of three years by the school district in either a batch file or in the driver's individual file.~~ ~~E~~Ensure that instruction in passenger safety, including student participation in emergency evacuation drills, is an integral part of the school curriculum. Instruction should comply with state requirements and/or Federal Highway Safety Guideline 17 and with 45 CFR 1310, as may be applicable,~~. Instruction~~and should include, but not be limited to, the following:

(1) At least once each school semester, provide all students transported to and from schools in a school bus or multifunction school activity bus with instruction in the location and operation of all emergency exits. Also, provide supervised emergency exit drills to each student transported to or from schools in a school bus or multifunction school activity bus.

(2) Before departure on each activity trip, provide all students transported in a school bus, school-chartered bus or multifunction school activity bus instruction on the location of all emergency exits and demonstrations of their operation. Instruction should include a general review of safe riding practices, rules and procedures.

(3) Limit the amount of carry-on items, especially large items such as luggage, coolers, sports/band equipment, etc., in school buses, school-chartered buses or multifunction school activity buses. Aisles and emergency exits in school buses, school-chartered buses and multifunction school activity buses must be kept clear at all times. Any item that is brought on board must be safely stowed and secured away from any aisle or emergency exit.

f. ~~Promoting public understanding of, and support for, the student transportation program in general.~~ Provide the necessary library of resources to ensure that transportation personnel have the proper tools to operate a safe and efficient program. These resources include, but are not limited to:

(1) Applicable federal, state and local laws, codes and regulations.

(2) Applicable manuals and guidelines.

(3) On-line connectivity for access to all internet and other resources.

(4) Applicable trade journals and organizations' publications.

g. Provide contract management (if applicable). If a private carrier is utilized in a school transportation operation, it is imperative that a clear partnership is established with all parties. Clear expectations and contract review, along with on-going training, communication and practice/procedure development should be developed with a working partnership in mind.

~~11.3.~~ F. **Personnel Qualifications and Training**

1. In compliance with Federal Motor Carrier Safety Administration Regulations (Part 383) and 33-130, 33-1508 and 33-1509, Idaho Code, the local board of trustees/administration will establish and adopt a set of written prerequisite qualifications and job descriptions governing student transportation personnel, which shall, at a minimum, include:

~~11.3.1.1.~~ a. Completion of an application form, which includes a personal and occupational history.

~~11.3.1.2.~~ b. A satisfactory driving record as revealed through pre-employment and annual checks with the state driver licensing division.

~~11.3.1.3.~~ c. A satisfactory work history as verified through professional references.

~~11.3.1.4.~~ d. The ability to manage resources, students and personnel necessary to achieve a desired objective.

~~11.3.2.~~ 2. *Insulin-Treated Diabetes Mellitus*

~~11.3.2.1.~~ a. In compliance with Federal Motor Carrier Safety Administration Regulations (Parts 381 and 383) and 33-1509, Idaho Code, the State Department of Education Student Transportation Section will establish an exemption process governing student transportation personnel diagnosed with insulin-treated diabetes mellitus (ITDM). In considering exemptions, the Department must ensure that the issuance of diabetes exemptions will not be contrary to the public interest and that the exemption achieves an acceptable level of safety. Therefore, the Department will only consider granting exemptions to ITDM individuals who meet certain conditions and who submit the following information and documentation:

~~11.3.2.1.1.~~(1) Number of years driving school bus.

~~11.3.2.1.2.~~(2) Approximate number of miles per year driving school bus.

~~11.3.2.1.3.~~(3) Estimated number of miles driven per week.

~~11.3.2.1.4.~~(4) Estimated number of daylight driving hours per week.

~~11.3.2.1.5.~~(5) Estimated number of nighttime driving hours per week.

~~11.3.2.1.6.~~(6) Supporting documentation of current Commercial Drivers License to drive school bus issued by the State of Idaho.

~~11.3.2.1.7.~~(7) Supporting documentation certifying applicant has operated a commercial motor vehicle (CMV) with a diabetic condition controlled by the use of insulin while under the care of a endocrinologist (may have consulting relationship with driver's personal physician) familiar with the treatment and monitoring of Diabetes Mellitus.

~~11.3.2.1.8.~~(8) Idaho Transportation Department driving record (for the three-year period immediately preceding application) containing no suspensions or revocations, no involvement in an accident for which the applicant received a citation for a moving traffic violation while operating a CMV, no involvement in an accident for which the applicant contributed to the cause of the accident, and no convictions for a disqualifying offense or more than one serious traffic violation, as defined in 49 CFR 383.5, while operating a CMV.

~~11.3.2.1.9.~~(9) Supporting documentation certifying no other disqualifying conditions including diabetes related complications.

~~11.3.2.1.10.~~(10) Supporting documentation certifying no recurrent (two or more) hypoglycemic reactions resulting in a loss of consciousness or seizure within the past five years. A period of one year of demonstrated stability is required following the first episode of hypoglycemia.

~~11.3.2.1.11.~~(11) Supporting documentation certifying no recurrent hypoglycemic reactions requiring the assistance of another person within the past five years. A period of one year of demonstrated stability is required following the first episode of hypoglycemia.

~~11.3.2.1.12.~~(12) Supporting documentation certifying no recurrent hypoglycemic reactions resulting in impaired cognitive function that occurred without warning symptoms within the past five years. A period of one year of demonstrated stability is required following the first episode of hypoglycemia.

~~11.3.2.1.13.~~(13) Supporting documentation certifying the applicant has been examined by a board-certified or board-eligible endocrinologist (who is knowledgeable about diabetes) who has conducted a complete medical examination. The complete medical examination must consist of

a comprehensive evaluation of the applicant's medical history and current status with a report including:

~~11.3.2.1.13.1.~~▪ The date insulin use began;

~~11.3.2.1.13.2.~~▪ Diabetes diagnosis and disease history;

~~11.3.2.1.13.3.~~▪ Hospitalization records;

~~11.3.2.1.13.4.~~▪ Consultation notes for diagnostic examinations;

~~11.3.2.1.13.5.~~▪ Special studies pertaining to the diabetes;

~~11.3.2.1.13.6.~~▪ Follow-up reports;

~~11.3.2.1.13.7.~~▪ Reports of any hypoglycemic insulin reactions within the last five years;

~~11.3.2.1.13.8.~~▪ Two measures of glycosylated hemoglobin, the first 90 days before the last and current measure;

~~11.3.2.1.13.9.~~▪ Insulin dosages and types, diet utilized for control and any significant factors such as smoking, alcohol use, and other medications or drugs taken; and

~~11.3.2.1.13.10.~~▪ Examinations to detect any peripheral neuropathy or circulatory insufficiency of the extremities.

~~11.3.2.1.14.~~(14) Submits a signed statement from an examining endocrinologist indicating the following medical determinations:

~~11.3.2.1.14.1.~~▪ The endocrinologist is familiar with the applicant's medical history for the past five years, either through actual treatment over that time or through consultation with a physician who has treated the applicant during that time;

~~11.3.2.1.14.2.~~▪ The applicant has been using insulin to control his/her diabetes from the date of the application back to the date driving experience began or the previous three years, whichever is less;

~~11.3.2.1.14.3.~~▪ The applicant has been educated in diabetes and its management, thoroughly informed of and understands the procedures which must be followed to monitor and manage his/her diabetes and what procedures should be followed if complications arise; and

~~11.3.2.1.14.4.~~▪ The applicant has the ability and has demonstrated willingness to properly monitor and manage his/her diabetes.

~~11.3.2.1.15.~~(15) Submits a separate signed statement from an ophthalmologist or optometrist that the applicant has been examined and that the applicant does not have diabetic retinopathy and meets the vision standard at 49 CFR 391.41(b) (10), or has been issued a valid medical exemption. If the applicant has any evidence of diabetic retinopathy, he or she must be examined by an ophthalmologist and submit a separate signed statement from the ophthalmologist that he or she does not have unstable proliferative diabetic retinopathy (i.e., unstable advancing disease of blood vessels in the retina).

~~11.3.2.2.~~ b. There are special conditions attached to the issuance of any exemption for ITDM. The Department will impose the following requirements:

~~11.3.2.2.1.~~(1) Individuals with ITDM shall maintain appropriate medical supplies for glucose management while preparing for the operation of a CMV and during its operation. The supplies shall include the following:

~~11.3.2.2.1.1.~~▪ An acceptable glucose monitor with memory;

~~11.3.2.2.1.2.~~▪ Supplies needed to obtain adequate blood samples and to measure blood glucose;

~~11.3.2.2.1.3.~~▪ Insulin to be used as necessary; and

~~11.3.2.2.1.4.~~▪ An amount of rapidly absorbable glucose to be used as necessary.

~~11.3.2.3.~~ c. Prior to and while driving, the individual with ITDM shall adhere to the following protocol for monitoring and maintaining appropriate blood glucose levels:

~~11.3.2.3.1.~~(1) Check glucose before starting to drive and take corrective action if necessary. If glucose is less than 100 milligrams per deciliter (mg/dl), take glucose or food and recheck in 30 minutes. Do not drive if glucose is less than 100 mg/dl. Repeat the process until glucose is greater than 100 mg/dl;

~~11.3.2.3.2.~~(2) While driving check glucose every two to four hours and take appropriate action to maintain it in the range of 100 to 400 mg/dl;

~~11.3.2.3.3.~~(3) Have food available at all times when driving. If glucose is less than 100 mg/dl, stop driving and eat. Recheck in 30 minutes and repeat procedure until glucose is greater than 100 mg/dl; and

~~11.3.2.3.4.~~(4) If glucose is greater than 400 mg/dl, stop driving until glucose returns to the 100 to 400 mg/dl range. If more than two hours after last insulin injection and eating, take additional insulin. Recheck blood glucose in 30 minutes. Do not resume driving until glucose is less than 400 mg/dl.

~~11.3.2.4.~~ d. In addition to the requirements for controlling ITDM, the Department will monitor exemption recipients during the period that the exemption is valid. The Department will conduct monitoring by requiring the exemption recipients to submit the following information to the Idaho State Department of Education Student Transportation Section:

~~11.3.2.4.1.~~(1) Provide written confirmation from the endocrinologist on a quarterly basis:

~~11.3.2.4.1.1.~~▪ The make and model of the glucose monitoring device with memory; and

~~11.3.2.4.1.2.~~▪ The individual's blood glucose measurements and glycosylated hemoglobin are generally in an adequate range based on daily glucose measurements taken with the glucose monitoring device and correlated with the daily records of driving time and a current measurement of glycosylated hemoglobin.

~~11.3.2.4.2.~~(2) Submit on an annual basis, a comprehensive medical evaluation by an endocrinologist. The evaluation will include a general physical examination and a report of glycosylated hemoglobin concentration. The evaluation will also involve an assessment of the individual's willingness and ability to monitor and manage the diabetic condition.

~~11.3.2.5.~~ e. Provide on an annual basis confirmation by an ophthalmologist or optometrist that there is no diabetic retinopathy and the individual meets the current vision standards at 49 CFR 391.41(b) (10). If there is any evidence of diabetic retinopathy, provide annual documentation by an ophthalmologist that the individual does not have unstable proliferative diabetic retinopathy.

~~11.3.2.6.~~ f. Submit annual documentation by an endocrinologist of ongoing education in management of diabetes and hypoglycemia awareness.

~~11.3.2.7.~~ g. Report all episodes of severe hypoglycemia, significant complications, or inability to manage diabetes.

~~11.3.2.8.~~ h. Report any involvement in an accident or any other adverse event whether or not they are related to an episode of hypoglycemia.

~~11.3.2.9.~~ i. School bus drivers applying for ITDM exemption should refer to Federal Highway Administration Diabetes Waiver Program – Appendix A.

~~11.3.3.~~ 3. *School Bus Driver Training*

~~11.3.3.1.~~a. All new school bus drivers will complete a prior-approved school bus driver training program, which shall include documented knowledge and skill tests, as well as ten (10) inclusive hours of behind-the-wheel and/or route observation, before being allowed to drive a school bus loaded with students. As a support to school district personnel, the State Department of Education shall develop and maintain model classroom and behind-the-wheel training curricula incorporating nationally recognized driver training methods and resources. (Sections 33-1508; 33-1509; 33-1511, Idaho Code)

~~11.3.3.2.~~b. All experienced school bus drivers will complete at least ten (10) hours refresher school bus driver training each fiscal school year. At least three (3) hours of pre-service training shall be provided before school begins in the fall. In addition, at least three (3) in-service training sessions shall be provided during the school year utilizing, at a minimum, thirty (30) minute, topic specific and documented, training blocks.

~~11.3.3.3.~~c. School districts shall request documentation of all previous school bus driver training and driving experience, in accordance with Federal Motor Carrier Safety Administration CDL licensing requirements. Documentation of previous training, similar to State Board of Education training requirements, may be used to comply with new school bus driver training hours. Regardless of any previous out-of-district training, all newly hired school bus drivers shall have sufficient training provided by the hiring district or contractor, along with accompanying documentation, illustrating proficient school bus driving skills. If the district is unable to obtain documentation of previous school bus driver training, the individual shall complete the training requirements for new school bus drivers. If the applicant has gaps in excess of four years of ongoing school bus driving experience, the individual shall complete the training requirements for new school bus drivers.

~~11.3.4.~~ 4. Student *Transportation Personnel File*

11.3.4.1. a. Each district that operates or contracts student transportation services shall cause to have filed for each school bus driver, in a secure area with limited access, the following information: (33-1506, 33-1508 and 33-1509, Idaho Code)

~~11.3.4.1.1.~~ (1) Copy of original application to drive school bus.

~~11.3.4.1.2.~~ (2) Copy of current original physical examination form, along with any applicable waivers.

~~11.3.4.1.3~~ (3) ~~Historical record of all topic specific school bus driver training supported by a training program agenda.~~ Historical training records should contain, at a minimum, accurate information ~~certify-ing~~ certifying attendance and satisfactory completion of all state, or district and or company required training. Details about all topic specific school bus drivers training supported by a training program agenda, including the number of hours of instruction, date of instruction, instructor and drivers signature. The following is a list of minimum training to be documented:

- Classroom Training
- Pre-Service
- In-Service
- Behind-the-Wheel Training

~~11.3.4.1.3.~~ (4) Copy of current commercial driver's license.

~~11.3.4.1.4.~~ (5) Copy of annual driving record check in compliance with CDL licensing requirements. The district shall request each fiscal year a driving record check report from the Idaho (or neighboring state or both states, as applicable) State Transportation Department, Motor Vehicles Division, for those individuals who are going to drive a school bus during the current fiscal school year.

(6) Copy of all annual driver and route evaluations. New drivers shall have a driver evaluation before being allowed to drive a school bus loaded with students.

~~11.3.4.1.5.~~

~~11.3.4.1.6.~~ (7) Copies of a driver emergency evacuation drills shall be maintained for a period of three years.

~~11.3.5.~~ 5. *Student Transportation Maintenance and Service Personnel*

~~11.3.5.1.~~ a. Each district that operates or contracts student transportation services shall perform maintenance functions on a timely basis consistent with safe transportation and work environments. (33-1506, Idaho Code)

~~11.3.5.2.~~ b. The SDE Student Transportation Section shall develop and maintain student transportation staffing guidelines designed to promote efficiency and cost containment. These guidelines shall be for informational purposes. School districts shall not be financially penalized when falling outside SDE staffing guidelines.

~~11.4.~~ G. **Vehicle Operation**

~~11.4.1.~~ 1. All school districts and school bus drivers must meet all operations and performance requirements in conformity with law and with rules and regulations of the Department of Law Enforcement and the State Board of Education (33-1508, Idaho Code). The Board of Trustees or its designee shall be responsible for delineating in writing vehicle operations and the duties of bus drivers, which shall, at a minimum, include:

~~11.4.1.1.~~a. The driver shall ensure the safe condition of the school bus by conducting an initial and thorough daily pre-trip school bus inspection. The district shall provide drivers with a pre-trip inspection form. The State Department of Education shall develop and maintain a model pre-trip inspection form using nationally recognized criteria for the school bus pre-trip inspection. Each subsequent trip shall require an additional pre-trip school bus inspection, which at a minimum shall ensure that all safety equipment is in working order, i.e., brakes, tires, all lightsing systems, steering and horn. All defects shall be reported by the school bus driver.

~~11.4.1.2.~~b. A school bus shall be backed only as a last resort. Buses shall not back to turn around on a public roadway, unless the local board finds there is no alternative to backing buses on certain roads. The local board then, by official action, may allow backing of school buses on certain public roadways. (33-1502, Idaho Code)

~~11.4.1.3.~~c. No passenger shall be permitted to operate the school bus.

~~11.4.1.4.~~d. The school bus driver shall not allow guns or inflammable or explosive substances such as gasoline to be carried on a school bus. School districts shall develop policy identifying other perceived unsafe items prohibited from being transported in the passenger compartment of a school bus, such as skis, skateboards, large instruments, etc. Students are to only carry objects on to the bus that can fit safely within the seat compartment, preferably on the student's lap. The student shall not carry hazardous materials, objects, or potentially disruptive animals on the bus.

~~11.4.1.5.~~e. School bus drivers shall properly wear a seat belt whenever the bus is in motion.

~~11.4.1.6.~~f. School bus doors shall remain closed while the bus is in motion. No school bus shall start in motion before all passengers have been seated. The driver shall require each passenger on the bus to be seated in a manufacturer's school bus passenger seat. No student shall be allowed to stand while the bus is in motion.

~~11.4.1.7.~~g. School districts shall establish school bus stops in safe locations with at least one hundred (100) yards clear visibility in both directions, whenever possible, and at least forty (40) feet from intersections, whenever possible. No bus stop shall be established less than one and one-half (1 1/2) miles from the nearest appropriate school except when, in the judgment of the Board of Trustees, the age or health or safety of the student warrants. (Sections 33-1501 and 33-1502, Idaho Code)

~~11.4.1.8.~~h. All school buses shall stop to load/unload passengers at designated bus stops in accordance with the law (49-1422, Idaho Code). The State Department of Education shall maintain model student loading/unloading training curriculum, the basis of which shall be in conformity with nationally recognized procedures (*National School Transportation Specifications & Procedures*). The student shall not leave or board the bus at locations other than the assigned home stop or assigned school unless arrangements for doing so have been approved by appropriate authority. Appropriate authority and the approval process shall be defined in local district policy.

~~11.4.1.9.~~i. School bus drivers shall load and unload from the right side of the roadway. School bus drivers shall not allow students to cross roadways having more than three (3) lanes for purposes of loading or unloading and shall only load or unload students who live on the right side of such a roadway, except at locations having easily accessible traffic control signals. (49-1422, Idaho Code)

~~11.4.1.10.~~j. When it is necessary for the student to cross the roadway, the driver shall require the student to cross ~~ten (10)~~ twelve (12) feet in front of the bus in accordance with state loading/unloading training curriculum.

~~11.4.1.11.~~k. School bus drivers shall report the license number of any vehicle, which violates any law endangering school children to his/her immediate supervisor (33-1509, Idaho Code).

~~11.4.1.12.~~l. Student transportation operations shall be included in the district's crises planning and related training shall be provided to school bus drivers related to district crises plans. School bus drivers shall remain vigilant and report suspicious behavior or conditions which could become harmful to students or be indicative of impending acts of terror. School bus drivers shall be provided training in homeland security awareness.

~~11.4.1.13.~~m. A driver on a school bus route shall not leave an occupied bus. In case of a breakdown the driver shall request assistance via two-way communication whenever possible. Otherwise, the driver should ask a passing motorist to make contact with the district, send a school bus aide or at least two responsible students to make contact with the district, or wait for help.

n. Whenever it is necessary for the school bus driver to leave an unoccupied bus or leave the driver's seat of an occupied bus, he/she ~~shall~~ should shut off the motor, curb the wheels where appropriate, set the brakes and remove the ignition key.

~~a.~~o. The school bus driver shall give consideration to engine idling during extended wait times. Consideration should be given to varying climate conditions. All buses equipped with an auxiliary heater shall not be allowed to idle for more than three – five consecutive minutes. (Exceptions: pre-trips, passenger stops,) Heater shall be used to provide pre-heated water in the cooling system for starting cold engines as well as providing heat to the passenger compartment during cold weather without running the engine. Reduced idling will reduce student transportation costs and improve air quality. Allowing engines to idle for more than three minutes may cause districts (including contracted districts) to lose funding for purchasing fuel.

~~11.4.1.14.~~p. All school and activity buses shall stop at all railroad grade crossings in accordance with the law (33-1508; 49-648 and 49-649 Idaho Codes). The State Department of Education shall develop and maintain railroad grade crossing training curriculum, the basis of which shall be in conformity with nationally recognized procedures (*National School Transportation Specifications & Procedures*).

~~11.4.1.15.~~q. School districts shall limit on-duty and driving time of school bus drivers similar to the limitations imposed by the Federal Motor Carrier Safety Administration regulations for drivers of similar commercial motor vehicles. Drivers shall use FMCSA over-the-road hours-of-service trip logs, a trip agenda, or other trip documentation validating applicable driving hours on all out-of-district trips in excess of one-hundred (100) miles (*FMCSA Regulations, Hours of Service of Drivers*).

~~11.4.1.16.~~r. At no time shall a driver exceed sixty-five (65) miles per hour or a lesser posted speed limit.

~~11.5.~~ H. **Student Management**

~~11.5.1.~~ 1. Student transportation is another component in the school district's overall education program. An effective student transportation management program must have the support of the school district administration, school bus drivers, students, and parents. Each school district should institute a comprehensive student-management program that is designed to share the responsibility for student safety and well-being, as well as protecting the interests of all others involved in the program.

~~11.5.2~~ 2. Every school district which operates a student transportation system shall have a written policy which sets forth the student's right to "due process" when disciplinary action is taken and defines the duties and responsibilities of students when taking advantage of student transportation. The school district's student transportation student management policy, including the duties and responsibilities of students, teachers and drivers shall be in concert with the district's written classroom policies. (33-512, Idaho Code)

3. School bus drivers shall establish proper rapport with students. Drivers should instruct students in appropriate behavior in accordance with the district's student management policy. Drivers should be aware that they represent the school system and present a positive image in dress, language, and manner.
~~11.5.2.~~

~~11.5.3~~ 4The State Department of Education shall develop and maintain model student management guidelines, suggested rules and regulations in its school bus driver training curriculum.

~~11.6.~~ I. **Student Eligibility**

~~11.6.1.~~ 1. *Eligible Students*

~~11.6.1.1.~~a. Student eligibility for state funded student transportation services is defined in 33-1501 ~~and~~, 33-1502, and 33-5208 Idaho Code.

~~11.6.1.2.~~b. A student with disabilities who's Individualized Education Plan (IEP) requires transportation is eligible for transportation as a related service (IDEA) under the Student Transportation Support Program regardless of distance from the school.

~~11.6.1.3.~~c. It is the aim of the State Department of Education, in keeping with the "inclusion" concept, to arrange transportation for the student with disabilities as closely as possible to that of the student without disabilities.

Whenever possible, students with disabilities will ride with students without disabilities on regular routes.

~~11.6.1.4.~~d. Students who attend school at an alternate location as assigned by the local board of trustees may be expected to walk reasonable distances between schools (33-1501, Idaho Code). Transporting or shuttling students between schools or buildings in conjunction with non-reimbursable programs is a non-reimbursable expense and all such mileage shall be documented and tracked as non-reimbursable shuttle miles.

~~11.6.2.~~ 2. *Ineligible Students*

~~11.6.2.1.~~a. An ineligible student shall be defined as any properly enrolled public school student who does not otherwise meet ridership eligibility by virtue of school or district boundary, distance, age, health, or safety.

~~11.6.2.2.~~b. If a school district allows ineligible but properly enrolled public school students on a bus and their presence does not create an appreciable increase in the cost of the bus run, as determined by the State Department of Education (in computing to and from school state allocations), the district shall not be penalized.

~~11.6.2.3.~~c. Ineligible students may ride existing bus runs, and to and from an existing bus stop, on a "space available" basis provided that neither time, mileage, or other appreciable cost is added as a result of this service. Ineligible students shall be reported as such on the bus ridership count report and are not eligible for additional rider count funding.

~~11.6.2.4.~~d. Properly enrolled students living in district of residence but attending school in a non-resident district, under the provisions of 33-1402, Idaho Code (enrollment options), may be transported; however, all related "yellow school bus" mileage shall be reported as non-reimbursable. Exceptions shall be permitted when transporting student(s) to out-of-district school demonstrates cost effectiveness, as determined by the State Department of Education, in which case the related mileage shall be reported as reimbursable. Other exceptions include but are not limited to, mileage related to provisions of the McKinney-Vento Homeless Assistance Act and the "No Child Left Behind Act (NCLB)" in concert with Idaho's Academic Yearly Progress Plan (when school districts opt to provide transportation services to a neighboring school district). In any event, cooperative written agreements, as detailed in 33-1402, Idaho Code, shall be required.

~~11.6.3.~~ 3. *Non-Public (Private or Parochial) School Students*

~~11.6.3.1.~~ The cost of transporting non-public school students must be deducted when submitting the transportation reimbursement claim. Each school district must recover the full cost of transporting non-public school students, and in no event may that cost be determined to be zero (0). (Section 33-1501, Idaho Code)

~~11.6.4.~~ 4. *Non-Student Rider*

~~11.6.4.1.~~ A non-student rider shall be defined as any transported person who is not properly enrolled in a pre-K through twelve school program. Each school district must recover the full cost of transporting non-students, except that dependent children of young mothers who are properly enrolled in a public school program, SDE student transportation staff, district supervisory personnel and/or administrators and aides may ride on to and from school bus routes. Other persons and teachers who have officially been appointed as chaperones may be allowed on a school bus for field and extracurricular trips. If the local district policy allows, exceptions may be made for passengers other than properly enrolled school students to ride the bus when special circumstances exist and space is available. An appropriate authority must give prior permission before non-students may ride. No eligible transported student is to be displaced or required to stand in order to make room for an ineligible, non-public, or non-student rider.

~~11.7.~~ J. **Student Transportation Support Program – Financial Reporting**

~~11.7.1.~~1. Each school district operates motor vehicles of many sizes and types, such as school buses, small and large trucks, cars for administration and driver education, pickups, delivery vans, and other miscellaneous small motor vehicles. All school district vehicle operating costs must be charged to the appropriate individual account or accounts according to their use. Costs for transporting eligible students to and from school or related activities shall be accounted for separately in accordance with State Board of Education approved procedures. (33-1006, Idaho Code)

~~11.7.2.~~2. Accurate mileage records shall be kept for reimbursable and non-reimbursable programs so eligible and non-eligible miles can be accurately determined. No indirect costs are allowed. Financial supporting documents shall be maintained throughout the fiscal year for each program category for audit purposes.

~~11.7.3.~~3. Annual odometer readings (end of day June 30 or start of day July 1) on all district owned or contracted "yellow school buses" used to transport students to and from school or related activities shall be annually submitted to the State

Department of Education upon request. No "yellow school bus" used to transport public school students shall be excluded.

~~11.7.4.~~4. School districts shall annually report all miles linked to a "yellow school bus" as reimbursable or non-reimbursable on Schedule C of the Student Transportation Reimbursement Claim Form.

~~11.7.5.~~5. Revenues generated from the use or lease of a district owned "yellow school bus" shall be reported as follows:

~~11.7.5.1.~~ a. When the revenues correlate to reported "reimbursable" miles and their related costs, the revenue shall be reported on the student transportation reimbursement claim form under revenues received.

~~11.7.5.2.~~ b. When the revenues correlate to reported "non-reimbursable" miles and their related costs, the revenue shall not be reported.

~~11.7.6.~~6. Each school district that operates a student transportation system will maintain accurate records of operations including runs, run mileage, categorized bus mileage, student rider counts and other related costs on uniform record-keeping forms provided by the Department of Education.

~~11.7.7.~~7. The Department of Education Student Transportation Section shall conduct on-site spot inspections of school district student transportation operations at a frequency adequate to ensure compliance with state law, accuracy of data and reimbursement claims, and safety of school buses. Priority for selecting districts for review and audit shall be given to those districts that exceed both the most recent annual state average reimbursable cost per mile and the state average reimbursable cost per rider as calculated by the Department, unless the supervisor of student transportation determines otherwise (33-1511, Idaho Code). Adequate frequency shall be defined as, at least once every three years.

~~11.7.8.~~8. The Department of Education Student Transportation Section shall, subsequent to on-site review and spot inspection, provide school district with a list of required corrective actions, as necessary. School districts shall submit to the Department written corrective action plans at prescribed intervals until deficiencies are corrected or the corrective action no longer applies (subject to the provisions of 33-1511, Idaho Code).

~~11.7.9.~~9. The Department shall annually review school district student transportation claims and make available analyses of reported and adjusted costs, including specific cost trends, to individual school districts and charter schools in a secure website location or published document.

~~11.7.10.~~10. Information will be made available to the Department of Education for audit purposes upon request. Information will be compiled and retained for a minimum of four (4) years, including the current fiscal year, in the following areas: (Section 33-1006, Idaho Code)

~~11.8.~~ K. **Administrative and Program Operation Costs**

~~11.8.1.~~1. The school district administrative reimbursement will be seven and one half percent (7.5%) of all approved reimbursable operation costs for transporting pupils except administration costs, depreciation, and contracted services, as reported to the State Department of Education on the Annual Pupil Transportation Claim for Reimbursement (Schedule B); or

~~11.8.2.~~2. Actual administrative costs, program operation costs, operation of plant, maintenance of plant, fixed costs, and other pupil transportation costs identified in 33-1006, Idaho Code, which are directly related, charged and reported as transportation costs to the State Department of Education on the Annual Student Transportation Claim for Reimbursement (Schedule A).

~~11.8.3.~~3. Districts will be permitted flexibility in scheduling bus routes; however, before-school and after-school activity or other program busing that result in duplicating transportation service to a geographic area is not reimbursable, except that the Idaho Reading Indicator (IRI) shall be reimbursable under the Pupil Transportation Support Program. Transportation costs for other before-school and after-school academic programs may be reimbursable and will be considered on a case-by-case basis when specific written requests for consideration are submitted to the State Department of Education on or before March 31 of the school year in which the busing began.

~~11.8.4.~~4. All academic and activity summer programs will be non-reimbursable under the Student Transportation Support Program, except transportation costs for Migrant Summer School, the Idaho Reading Indicator (IRI), and Extended School Year (ESY) Special Needs programs will be reimbursable.

~~11.8.5.~~5. The State Department of Education shall develop support staffing (supervisor, driver trainer, secretary/dispatcher, etc.) and school bus inventory guidelines for school district student transportation operations.

~~11.8.6.~~6. The district will maintain accurate records of all bus routes and runs, including rider counts, mileage and other related operation and vehicle maintenance costs (33-1006, Idaho Code). A "route" is defined as anything one bus does during the morning (a.m. route), midday (noon route), or afternoon (p.m. route) and may be comprised of one or more morning, midday, or afternoon to –from school "run(s)." The Department shall require school districts to submit ~~annually~~ tri-annually a data specific "~~run~~ route report"

including but not limited to, number of riders ~~and percent occupancy~~. Additionally, for purposes of equity and accuracy, school districts shall take ridership counts on specific dates and frequency (minimum of ten counts per school year) annually set by the Department, which shall be reported and submitted in a format approved by the Department.

~~11.8.7.~~7. If the local board of trustees authorizes the use of school buses to transport students to and from school-sponsored activities or field trips, the local board will use school buses that are in safe mechanical condition. No school bus shall be operated, loaded, or equipped in such a way as to constitute a hazard to the safety of the students being transported. School bus emergency egress systems shall remain operable and the bus aisle shall remain clear of obstruction while students are being transported. (33-1506, Idaho Code)

~~11.8.8.~~8. If the local board of trustees authorizes the use of non-conforming vehicles to transport students to and from school-sponsored activities or field trips, the local board will use vehicles that are in safe mechanical condition. No non-conforming vehicle shall be operated, loaded, or equipped in such a way as to constitute a hazard to the safety of the students being transported.

~~11.8.9.~~9. The district shall maintain accurate records of all trips in all school buses and non-conforming vehicles used in the transportation of students and transportation personnel, including the purposes of the trip, mileage and operation and vehicle maintenance costs. An annual odometer reading will be taken at the end of each fiscal school year (June 30) on all district owned vehicles used in the transportation of students. The district shall reconcile annual mileage reports with all recorded reimbursable and non-reimbursable program miles. School districts that contract for student transportation services shall report all reimbursable and non-reimbursable program miles. The district shall maintain accurate mileage records of all trips in all district owned non-conforming vehicles used for shuttling school bus drivers to and from their school buses for purposes of efficiency and cost containment. The district shall maintain accurate mileage records of all trips in all district-owned shop trucks and supervisor/trainer cars used in support of yellow school buses to repair school buses, deliver parts, and check road/route/bus stop conditions. Support mileage will be tracked separately and reimbursed at the State Board of Examiners rate established at the beginning of each school year. Mileage for transportation personnel home-to-work-to-home that is not cost effective in lieu of using a bus for home-to-work-to-home; or mileage in vans or other non-conforming vehicles used to transport students is non-reimbursable.

~~11.8.10.~~10. ~~Field trips will be reimbursable when they are approved school activities that are an integral part of the total education program, are class-curriculum driven, occur during the regular school year and extend not more than one hundred (100) miles beyond the boundaries of the state. Field trips~~

~~that are for non-graded student performance, social, recreational, competition, or reward purposes or incorporate overnight lodging or occur outside the regularly-scheduled (4 or 5 day) school week are not reimbursable, except that a local, non-competitive performance event held within the school district (e.g., musical performance) shall be reimbursable.~~ The costs of transporting athletes or students to and from extracurricular activities and field trips are not reimbursable.

11. ~~The following activities which are under the jurisdiction and sponsorship of the Idaho High School Activities Association will not be reimbursable, including but not limited to: baseball, basketball, cross-country, debate, drama, drill team, football, golf, instrumental music, soccer, softball, speech, tennis, track, vocal music, volleyball, and wrestling. In addition to these, any other school activity that is scheduled and held for competition purposes is not reimbursable.~~

12. Shuttle trip mileage is reimbursable only if directly associated with transporting students for the purposes of regular school attendance during regular days and hours. Shuttle trip mileage is limited to miles between any district-owned or exclusively-leased facility for regularly reoccurring days of that individual class, which transportation is for regular school attendance during regular days and hours.

~~11.9.~~ L. **Safety Busing**

~~11.9.1.~~ All school districts submitting applications for ~~new~~ safety busing reimbursement approval shall have established a board policy for evaluating and rating all safety busing requests and shall have on file a completed measuring or rating instrument for all submitted requests. The State Department of Education staff shall develop and maintain a measuring instrument model, which shall include an element for validating contacts with responsible organizations or persons responsible for improving or minimizing hazardous conditions. Each applying district will be required to annually affirm that conditions of all prior approved safety busing requests are unchanged. The local board of trustees shall annually, by official action (33-1502, Idaho Code), approve all ~~new~~ safety busing locations. School districts that receive state reimbursement of costs associated with safety busing will re-evaluate all safety busing sites at intervals of at least every three years using the local board adopted measuring or scoring instrument. In order to qualify for reimbursement the local school board will, by official action, approve the initial safety busing request and allow the students in question to be transported before the application is sent to the state. Consideration for reimbursement will be contingent on the application for ~~new~~ safety busing being received by the State Department of Education Transportation Section on or before March 31 of the school year in which the safety busing began.

~~11.10.~~ **M. Contract For Transportation Services**

~~11.10.1.~~1. Any district that contracts for student transportation services will have a copy of its current contract on file with the State Department of Education, Supervisor of Transportation Services (Section 33-1510, Idaho Code). The State Department of Education shall develop and maintain a model contract. School districts shall use the Department's model contract, but may attach to the model contract addenda to meet local requirements. School districts that contract for student transportation services shall submit contracts to the State Department of Education Student Transportation Section prior to signing. The Department will then approve or disapprove the submitted contract(s) in compliance to Section 33-1510, Idaho Code, including any contract extension.

~~11.10.2.~~2. The State Department of Education shall develop guidelines for use in advertising for transportation bids, reviewing transportation bids and awarding transportation bids. School districts that contract shall require contractors to accurately track all mileage related to student transportation and said mileage shall not be considered to be proprietary. However, mechanisms and methodologies used in calculating actual costs for purposes of bidding (using district non-proprietary route mileages and route data) may be proprietary (9-340D, Idaho Code).

~~11.10.3.~~3. School districts that contract for the provision of student transportation services must report actual contractual costs to the State Department of Education for reimbursement on the annual Student Transportation Reimbursement Claim form (Schedule C). In addition, school districts that contract for the provision of student transportation services may also report the costs of employing not more than one (1) transportation contract manager for reimbursement on the annual Student Transportation Reimbursement Claim form (Schedule A). Notwithstanding, the total reimbursement to school districts that contract for the provision of student transportation services shall not exceed the limits provided under Idaho law (33-1006(5), Idaho Code).

~~11.10.4.~~4. School districts that contract student transportation services and also operate a district-owned student transportation program may submit specific costs related to district salaries benefits, purchased services, supplies, etc. (Schedule A or Schedule B) when the costs can be reconciled to district-owned and operated school buses.

~~11.10.5.~~5. Accurate mileage and contract costs (reimbursable and non-reimbursable) must be reported and submitted annually. School districts that contract shall require contractors to accurately track all mileage related to student transportation.

~~11.10.6.~~6. Contracting school districts shall be responsible for determining and reporting reimbursable and non-reimbursable trip mileage and shall be able to reconcile all mileage to contractor invoices.

~~11.11.~~ N. **Leasing District-Owned Buses**

~~11.11.1.~~ School districts will develop and use a policy approved by the local board of trustees delineating responsibility and use of rental or leased buses. Any costs to the district will not be reimbursable under the Transportation Support Program. A school district that allows a school bus to be operated by a non-district employee as part of a lease or rental agreement might not be insured under the terms of its insurance policy. Therefore, districts will maintain adequate liability insurance coverage on rented or leased buses and shall notify its insurance carrier when renting or leasing a school bus and shall request written confirmation of continued insurance coverage during the particular circumstances of the rental or lease arrangement. Districts will maintain accurate records on all district-owned leased buses, including mileage, to whom leased and revenues received. (Section 33-1512, Idaho Code)

~~11.12.~~ O. **Ineligible Vehicles**

~~11.12.1.~~ii. Costs incurred when transporting students in any vehicle that does not meet all State Board of Education, state and federal standards for a school bus will not be reimbursable within the Transportation Support Program, except as permitted in 33-1006, Idaho Code.

~~11.13.~~ P. **Liability Insurance**

~~11.13.1.~~ 1. Every policy or contract of insurance or comprehensive liability plan for each contractor-owned school bus shall provide that the insurance carrier pay on behalf of the insured local school district to a limit of not less than five hundred thousand dollars ($500,000) per person limited to three million dollars ($3,000,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. (Section 33-1507, Idaho Code)

~~11.13.2.~~ 2. Every policy or contract of insurance or comprehensive liability plan for each district-owned school bus will provide that the insurance carrier pay on behalf of the insured local school district to a limit of not less than five hundred thousand dollars ($500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. (Sections 6-924 and 33-1507, Idaho Code)

~~11.14.~~ Q. **Non-Traditional Educational Programs**

~~11.14.1.~~ Costs of transporting students for purposes of accessing alternate, special or unique educational programs outside normal school hours or outside the normal school year are not reimbursable. However, districts will not be financially

penalized for incorporating the transportation of ineligible student riders into a reimbursable educational run when there is no subsequent appreciable increase in the allocation of transportation resources.

~~11.15.~~ R. **Capital Investment**

~~11.15.1.~~ Purchase of school buses with approved reimbursable options and two-way voice communication radios installed in a new bus will be the only capital investment items allowed in the reimbursement program. Reasonable cellular telephone basic service contract costs and reasonable repeater service contract costs are reimbursable. No more than two (2) basic cellular telephone service contracts will be allowed per school district. Reimbursement for basic cellular telephone service contract costs in excess of two (2) must have prior approval. Mobile cellular telephone, additional cellular airtime, roaming and long distance charges are non-reimbursable costs. The cost of a cellular telephone may be reimbursable when the cost is in-lieu of a hard-wired two-way voice radio.

~~11.16.~~ S. **Depreciation**

~~11.16.1.~~ 1. The purchase date for purposes of depreciation is determined to be July 1 of the state fiscal year in which the bus is delivered. Buses will be placed on a depreciation schedule after they have been inspected by personnel from the State Department of Education. When a bus is sold or traded prior to its life expectancy according to the district's SDE generated depreciation schedule, the district shall forfeit an amount equal to total depreciation received, minus depreciation calculated at straight-line method, plus fifty-percent (50%) of the projected depreciation amount for the year in which the bus is sold or traded. Emergency circumstances resulting of property loss (school bus) or documented high maintenance costs ("lemon bus") may exempt a school district from this penalty. (33-1006, Idaho Code)

~~11.16.2.~~ 2. Before any newly acquired school bus is used for transporting pupils it shall be inspected by a duly authorized representative of the State Department of Education. (33-1506, Idaho Code)

~~11.16.3.~~ 3. *Depreciation Ineligibility*

~~11.16.3.1.~~ Any used school bus purchased by a district will not be eligible for depreciation if the bus is over five (5) years old, using the body manufacturer's and state inspection fiscal year dates. Used school buses new to the State no older than five (5) years will be placed on the district's depreciation schedule, using an accelerated declining balance method of calculating depreciation, which shall include a percentage rate equal to one (1), divided by the remaining years life expectancy of the bus (according to a life expectancy of ten (10) years), multiplied by two (2). Used bus depreciation maximums will be based on used bus values in the most current Yellow School

Bus Book and subject to review by the Student Transportation Steering Committee.

~~11.16.4.~~ 4. *Depreciation Standards*

~~11.16.4.1.~~ In order to be eligible for depreciation and operation costs a school bus must meet all federal and Idaho minimum construction standards and State Board of Education standards. Further, the bus shall be assigned and used daily on to and from school routes, except that new buses purchased for spare, activity and field trip purposes may be placed on the district's depreciation schedule if they are also used on to -from school routes.

~~11.16.5.~~ 5. *Retrofit Standards*

~~11.16.5.1.~~ a. Any vehicle that has been retrofitted to be used as a school bus will meet current Idaho minimum construction standards.

~~11.16.5.2.~~ b. Any school bus that undergoes a partial retrofit will meet current Idaho minimum construction standards applicable to the retrofitted part(s).

~~11.16.6.~~ 6. *Size Categories*

~~11.16.6.1.~~ All school buses will be categorized by size as follows: eighty-five (85) students and up, seventy-three to eighty-four (73-84) students, fifty-nine to seventy-two (59-72) students, forty-seven to fifty-eight (47-58) students, thirty-five to forty-six (35-46) students, twenty to thirty-four (20-34) students, and one to nineteen (1-19) students.

~~11.16.7.~~ 7. *Basic Bus*

~~11.16.7.1.~~ The State Department of Education Pupil Transportation Section shall ~~annually~~ write bid specifications for the purpose of defining Idaho's basic school bus(es) and shall advertise for an indefinite contract, indefinite quantity bid. The bid award shall be used to establish a "depreciation reimbursement benchmark" for statewide district school bus purchases for specific size categories. For purposes of depreciation reimbursement, add-on bus component costs may be allowed specific to school district needs that are in accord with 33-1006, Idaho Code, ~~subject to review by the student transportation steering committee~~. (33-601, 67-2803, and 67-2806 Idaho Codes)

~~11.16.8.~~ 8. *Life Expectancy*

~~11.16.8.1.~~ For depreciation purposes, all school buses will be categorized according to size and depreciated according to a twelve (12)-year life

expectancy or a life expectancy based on use and mileage (as defined by the student transportation steering committee and approved by the State Department of Education Student Transportation Section), whichever is most advantageous to the school district (see SDE "Depreciation Calculator"). Activity and lift-equipped buses will be categorized for purchase and depreciation purposes as if they had full seating capacity. The cost of activity bus options (e.g., air conditioning, partially reclining passenger seats, interior overhead storage compartments, etc.) will not be included when calculating depreciation.

~~11.16.8.2. District school bus purchases that fall outside "Idaho's basic bus" categories defined annually in written specifications may be placed on the district's depreciation schedule subsequent to student transportation steering committee review.~~

~~11.16.9.~~ 9. *Twelve-year (12) Depreciation*

~~11.16.9.1.~~ The school bus depreciation schedule within the allowable costs of the Pupil Transportation Support Program, for school buses with life expectancy of twelve (12) years will be determined by using an accelerated declining balance method of calculating depreciation (declining balance schedule to include a percentage rate of sixteen and sixty-seven hundredths percent (16.67%) per year for useful life expectancy of twelve (12) years). (Section 33-1006, Idaho Code)

~~11.16.10.~~ 10. *Use and Mileage Depreciation*

~~11.16.10.1.~~ The school bus use and mileage depreciation schedule within the allowable costs of the Pupil Transportation Support Program will be determined by using an accelerated declining balance method of calculating depreciation (use and mileage declining balance schedule to include a variable percentage rate triggered by use and mileage categories as defined by the State Department of Education Student Transportation Section). (See SDE "Depreciation Calculator")

~~11.16.11.~~ 11. *Purchase Price*

~~11.16.11.1.~~ a. The purchase price of each bus will include the total chassis, body, special equipment, freight costs, pre-delivery inspection fees and any other costs directly related to acquiring the bus within the constraints of Idaho's basic bus specifications, indefinite contract/quantity bid award and Idaho Code. Costs of non-reimbursable options will be subtracted for purposes of calculating the district's reimbursable bus depreciation, as necessary. (33-1006; 33-1506, Idaho Code)

~~11.16.11.2.~~ b. Any or all bid quotations may be rejected by the school district; however, all bid prices will be evaluated and adjusted as necessary by the State Department of Education Pupil Transportation Section with recommendations for depreciation adjustment from the Pupil Transportation Steering Committee. The lowest responsive and responsible bid will be used in calculating the district's depreciation reimbursement. Verifiable differences in school bus construction quality may be justification for bid rejection.

~~11.16.11.3.~~ c. School districts may purchase from a contract issued by the State Department of Education secondary to awarding an indefinite contract/quantity or through a contract that has been competitively bid by the state of Idaho, one (1) of its subdivisions, or an agency of the federal government (67-2803 and 67-2806 Idaho Code).

~~11.16.12.~~ 12. *School Bus Delivery Costs*

~~11.16.12.1.~~ a. The State Department of Education Pupil Transportation Section may consider (subject to the constraints of Idaho's basic bus specifications, indefinite contract/quantity bid award and Idaho Code) FOB district bus delivery costs reflected in school district bid specifications and subsequent vendor invoice to be considered part of the bus purchase price for purposes of depreciation reimbursement.

~~11.16.12.2.~~ b. Districts will not report any new school bus delivery mileage on the Pupil Transportation Reimbursement Claim form. Districts will record the initial mileage on all new school buses delivered to the district and will track and record all subsequent mileage for purposes of reimbursement.

~~11.16.13.~~ 13. *Nonreimbursable Costs*

~~11.16.13.1.~~ No finance charges, leases, rent, or interest will be included in the purchase price. These are not reimbursable costs on the depreciation schedule. A school district that leases a school bus on a short-term emergency basis must receive prior approval, for purposes of reimbursement.

~~11.16.14.~~ 14. *Inoperable Bus*

~~11.16.14.1.~~ Any school bus that is wrecked, sold, inoperable, or for any other reason does not or cannot meet all federal, state and State Board of Education construction and operational standards will be removed from the depreciation schedule. Revenues received subsequent to an insurance claim, associated with any district owned vehicle that receives state pupil transportation reimbursement consideration, shall be reported on the pupil transportation

reimbursement claim form under revenues/reimbursements received or as a credit to the district's parts and supplies budget account.

~~11.16.15.~~ 15. *Bus Trade-In*

~~11.16.15.1.~~ Trade-in values reflected in district bid specifications and subsequent invoicing will not be subtracted from the purchase price of the new bus for purposes of depreciation reimbursement.

~~11.17.~~ **T. Program Support**

~~11.17.1.~~ 1. The State Department of Education shall develop a "best practice" model and cost containment guidelines for school district pupil transportation operations, which shall include school bus lifecycle costing and school bus replacement models based on mileage, age and use criteria.

~~11.17.2.~~ 2. The State Department of Education shall develop guidelines for use in advertising for transportation bids, reviewing transportation bids and awarding transportation bids.

U. **Depreciation Account**

~~11.17.3.~~ All school bus depreciation money received by school districts from the state shall be placed into a separate account and used only for the purchase of school buses. Any revenue received by the school district subsequent to the sale of any used school bus will be placed into a separate account and used only for the purchase of school buses. Trade-in values reflected in district bid specifications and subsequent invoicing will not be subtracted from the purchase price of the new bus for purposes of depreciation reimbursement.

~~11.18.~~ V. **Reimbursement/Non-Reimbursement Matrix**

~~11.18.1.~~ The State Department of Education will, as a matter of policy, periodically publish and distribute a reimbursement matrix.

~~11.19.~~ W. **Appeals and Waivers**

~~11.19.1.~~ 1. The State Board of Education may grant a waiver of any rule not required by state or federal law to any school district upon written request, as provided in IDAPA 08.02.01.001. Written requests for such a waiver shall be submitted to the State Department of Education Student Transportation Section using the waiver request form. The State Department of Education shall submit the waiver request to the State Board of Education, along with any appropriate recommendation(s). All waiver requests must include supporting rationale and detailed justification for the request. The Board will not grant waivers of any

rule required by state or federal law. State and federal law includes case law (including consent decrees), statutes, constitutions, and federal regulations.

~~11.19.2.~~ 2. A school district may appeal the application of the one hundred three percent (103%) limit on reimbursable costs to the State Board of Education, as provided in 33-1006(5), Idaho Code. Appeals must be submitted to the State Department of Education Pupil Transportation Section using the appeal application form. The State Department of Education shall submit the appeal to the State Board of Education, along with any appropriate recommendation(s). All appeals must include supporting documents demonstrating qualifying hardship bus runs (33-1006, Idaho Code).

**SUBJECT**

Correction to School District Boundary

**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 Minidoka County Joint School District #331, among others, to have errors in its legal description. The necessary corrections to the legal description have been made and copies have been sent to the State Board of Education (SBOE) and the State Department of Education (SDE). The SDE is now submitting this corrected legal description to the SBOE for approval. Upon approval, SDE will send the corrected order to the respective board of trustees in accordance with Section 33-307 (2), Idaho Code.

**ATTACHMENTS**

Attachment 1 – Minidoka County Joint School District #331 Legal Description Page 3

**BOARD ACTION**

A motion to approve the corrected boundary legal description for the Minidoka County Joint School District #331.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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## LEGAL DESCRIPTION MINIDOKA COUNTY JOINT SCHOOL DISTRICT #331, MINIDOKA, CASSIA, JEROME and LINCOLN COUNTIES

BEGINNING at a point which is the NE corner of Sec. 1, Twp. 3 S, R 25 EBM; thence south along the Minidoka County line approximately 36 & 1/2 miles; thence east along the county line which is also the centerline of the Snake River to a point where the centerline intersects the east boundary, line of Sec. 12, Twp. 9 S, R 26 EBM; thence south 4 & 1/2 miles to the SE corner of Sec. 36; thence west 12 miles to the SW corner of Sec. 31, Twp. 9 S, R 25 EBM; thence north 1 mile to the NW corner of Sec. 31, Twp. 9 S, R 25 EBM, thence west approximately 2/3 of a mile to the center line of the Snake River which is also a point on the Cassia-Minidoka County line; thence in a westerly direction along the Cassia-Minidoka County and Cassia-Jerome County lines to a point where the line intersects the west boundary line of Sec. 22, Twp. 10 S, R 21 EBM; thence north 4 miles, more or less, to the SW corner of Sec. 34, Twp. 9 S, R 21 EBM; thence west 2 miles to the SW corner of Sec. 32; thence north 6 miles to the NW corner of Sec. 5, Twp. 9 S, R 21 EBM; thence east 1 mile to the SW corner of Sec. 33, Twp. 8 S, R 21 EBM; thence north 1/2 mile to the NW corner of the SW 1/4 of Sec. 33; thence east 1 mile to the NE corner of the SE 1/4 of Sec. 33; thence north 2 & 1/2 miles to the NW corner of Sec, 22, Twp. 8 S, R 21 EBM; thence west 1 mile to the SW corner of Sec. 16; thence north 2 & 3/4 miles to the NW corner of the SW 1/4 of the NW 1/4 of Sec. 4, Twp. 8 S, R 21 EBM; thence east 1 mile to the NE corner of the SE 1/4 of the NE 1/4 of Sec. 4; thence south 3/4 mile to the SE corner of Sec. 4, Twp. 8 S, R 21 EBM; thence east 3 miles to the NE corner of Sec. 12; thence north 1 mile to the NW corner of Sec. 6, Twp, 8 S, R 22 EBM; thence east 2 miles on the Lincoln-Minidoka County line to the SW corner of Sec. 33, Twp. 7 S, R 22 EBM; thence; north 5 miles to the NW corner of Sec. 9; thence west 1 mile to the SW corner of Sec. 5; thence north 1 mile, more or less; to the NW corner of Sec. 5; thence west 2 miles to the SW corner of Sec. 34, Twp. 6 S, R 21 EBM; thence north 6 miles to the NW corner of Sec. 3; thence east 6 miles to the NE corner of Sec. 4, Twp. 6 S, R 22 EBM; thence south 4 & 1/2 miles to the NW corner of the SW 1/4 of Sec. 27; thence east 1 mile to the NE corner of the SE 1/4 of Sec. 27; thence south 1 & 1/2 miles to the SE corner of Sec. 34, Twp. 6 S, R 22 EBM; thence west 1 mile to the SW corner of Sec. 34; thence south 1 mile to the SE corner of Sec. 2, Twp. 7 S, R 22 EBM; thence east approximately 1 & 1/2 miles to the NE corner of Sec. 7, Twp, 7 S, R 23 EBM; thence south 1/2 mile to the NW corner of the SW 1/4 of Sec. 8; thence east 1 mile to the NE corner of the SE 1/4 of Sec. 8; thence south 1/2 mile to the SE corner of See. 8, Twp. 7 S, R 23 EBM; thence east 1 mile to the NE corner of Sec. 16; thence north 1 mile to the NW corner of Sec. 10, Twp. 7 S, R 23 EBM; thence west 1 mile to the SW corner of Sec. 4; thence north 1/2 mile to the SE corner of the NE 1/4 of Sec. 5; thence west 1/2 mile to the center of Sec. 5, Twp. 7 S, R 23 E.BM; thence north 1/2 mile to the NW corner of the NE 1/4 of Sec. 5; thence east 1 mile to the SW corner of Sec. 31, Twp. 6 S, R 23 EBM; thence north 1 mile to the NW corner of Sec. 31; thence west 1 mile to the SW corner of Sec. 25, Twp. 6 S, R 22 EBM; thence north 1 mile to the NW corner of Sec. 25; thence east 3 miles to the NW corner of Sec. 28, Twp. 6 S, R 23 EBM; thence north 1/2 mile to the NW corner of the SW 1/4 of Sec. 21; thence east 1 mile to the NE corner of the SE 1/4 of Sec. 21; thence north along the Lincoln-Minidoka County line 21 & 1/2 miles to the NW corner of Sec. 3, Twp. 3 S, R 23 EBM; thence east along the township line which is also the Blaine-Minidoka County line, 15 miles to the NE corner of Sec. 1, Twp. 3 S, R 25 EBM, the point of beginning.

**SAVE AND EXCEPT the following described property:**

The W 1/2 SW 1/4 of Sec. 26, the SE 1/4 and E 1/2 SW 1/4 of Sec. 27, the E 1/2 and E 1/2 W 1/2 of Sec. 34, and the W 1/2 W 1/2 of Sec. 35, all in Twp. 9 South, Range 25 East of the Boise Meridian, Cassia County, Idaho.

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**SUBJECT**

Appointments to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

Nominations were sought for the positions from the Idaho Association of Special Education Administrators, the Deans of the Colleges of Education, and the Idaho School Superintendents Association. Three nominations were solicited from both the Idaho Association of Special Education Administrators and the Idaho School Superintendents Association; one nomination was solicited from the Deans of the Colleges of Education. The Idaho Association of Special Education Administrators, the Idaho School Superintendents Association, and the Deans of the Colleges of Education each provided one nomination. Resumes for each of the three open positions on the Professional Standards Commission are attached.

Idaho Association of Special Education Administrators:
Beth Davis, Post Falls School District #273 (re-nomination)

Public Higher Education (Deans of the Colleges of Education):
Deb Hedeen, Idaho State University (re-nomination)

Idaho School Superintendents Association:
Laural Nelson, Idaho Digital Learning Academy (nomination)

**ATTACHMENTS**

Attachment 1 – Letter of Interest and Resume for Beth Davis Page 3
Attachment 2 – Resume for Deb Hedeen Page 7
Attachment 3 – Letter of Interest and Resume for Laural Nelson Page 31

**BOARD ACTION**

A motion to approve Beth Davis as a member of the Professional Standards Commission for a term of three years, effective July 1, 2011 to June 30, 2014, representing the Idaho Association of Special Education Administrators.

Moved by _____ Seconded by _____ Carried Yes _____ No_____

A motion to approve Deb Hedeen as a member of the Professional Standards Commission for a term of three years, effective July 1, 2011 to June 30, 2014, representing public higher education.

Moved by _____ Seconded by _____ Carried Yes _____ No_____

A motion to approve Laural Nelson as a member of the Professional Standards Commission for a term of three years, effective July 1, 2011 to June 30, 2014, representing the Idaho School Superintendents Association.

Moved by _____ Seconded by _____ Carried Yes _____ No_____

March 11, 2011
TO: PSC Board
RE: Letter of Interest

To Whom It May Concern: I would like to submit my letter of interest and resume′ for consideration for the vacancy on the Professional Standards Commission Board. I have been an educator and administrator for over 20 years. I hold several endorsements and degrees which provide with a wide variety of experiences and knowledge. Currently I am a special education co – director with JoAnn Curtis and a school psychologist in Post Falls. I believe I would be able to serve this committee in a professional manner. My children are grown and my commitments at this time, other than work, are minimal. I would welcome any questions that you may have regarding my application.

Thank you for your consideration.

Respectfully submitted,

Beth Davis

**Beth Davis**
717 Dundee Drive
Post Falls, ID
208 659 6430
bdavis@sd273.com

## EDUCATIONAL EXPERIENCE

*Kamiah School District* Kamiah, ID

- 1984 - 1987 Special Education Self Contained K-6 Sp Ed Classroom
- 1988 - 1994 Third Grade Classroom Teacher
- 1994 – 1996 Elementary Counselor K – 6
- 1996 – 1999 School Psychologist/Counselor K – 8
- 1999 – 2003 School Psychologist, Elementary Counselor, Special Education Director and Federal Programs Director

*Post Falls School District* Post Falls, ID

- 2003 – 2007 School Psychologist
- 2007 – present School Psychologist, ½ Special Education Director Post Falls School District
- Member of 4 RTI school based teams and currently serve 3
- Serve on district wide RTI team
- 2005 – 2009 private contractor for I-DEA

## EDUCATION

1984 Bachelor of Science in Elementary Education LCSC Lewiston, ID
1986 Endorsement for K – 12 Generalist in Special Education LCSC
1994 Master's Degree in Counseling University of Idaho, Moscow, ID
1996 Education Specialist School Psychologist Univeristy of Idaho
1998 Administrative Degree in Special Education University of Idaho

## PROFESSIONAL MEMBERSHIPS

National Association of School Psychologists (NASP)
Idaho Counselor Association (ICA)
Past member of local, state and national teacher union
Council for Exceptional Children (CEC)
Idaho Association Special Education Administrators (IASEA)
Board Member of Idaho Children's Trust Fund since 1999
Past board member of Lewis County At Risk Task Force
Past board member of Local Children's Mental Health Council

## COMMUNITY ACTIVITIES

Past member Kamiah Community Presbyterian Church (33 years)
Past member of Community Bell Choir
Past Director of the Valley Singers (20 years)
Participated in fund raising: Library Board, Swim Team, Senior All Night Party (Kamiah)
Past Chairman Kamiah After School Program Board
Past Kamiah School Board Member Elected 1978 - 1983

## REFERENCES

JoAnn Curtis, Special Services Director Post Falls School District #273
Dr. Tom Trotter, retired University of Idaho professor
Dr. Beverly Benge, Regional Special Education Consultant

## INTERESTS, ACTIVITIES, AWARDS

Music, gardening, boating, swimming, reading, traveling, cooking, being Family, furthering my education, neuropsychology, brain research, sewing, Birding, games, cards, meeting new people

2001 Governor's Brightest Star Award Finalist

FAX (123) 098-7654 • E-MAIL ME@MYCOMPANY.COM

12345 MAIN STREET • ANY CITY, STATE OR PROVINCE 12345-6789 • PHONE (123) 456-7890

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Deborah L. Hedeen

Dean, College of Education

Idaho State University
Box 8059
Pocatello, ID 83209

Email: hededebo@isu.edu
Phone: work 208/282-4143; home 208/237-8758

## EDUCATION

| | |
|---|---|
| Ph.D. | Syracuse University, 1994 (Special Education) |
| M.Ed. | Lesley College, 1985 (Special Education) |
| B.S. | St. Cloud State University, 1984 (Special Education and Spanish) |

## CURRENT PROFESSIONAL EXPERIENCE

Dean, College of Education, Idaho State University, 2006—present
Associate Dean, College of Education, Idaho State University, 2005—2006
Assistant Dean of Teacher Education, Idaho State University, 2002—2005
Professor of Special Education, Idaho State University, 2004—present
Associate Professor of Special Education, Idaho State University, 1998—2004
Assistant Professor of Special Education, Idaho State University, 1993—1998

## LEADERSHIP DEVELOPMENT

National Council for Accreditation of Teacher Education (NCATE) and the American Association of Colleges for Teacher Education (AACTE) sponsor *Accreditation, Accountability, and Quality* Conference, Arlington, VA. September 2007; 2006; 2005.

Association of Colleges for Teacher Education (AACTE), *New Dean's Institute - Academy for Leadership Development*, Minneapolis, MN. June 2005.

Institute For Charitable Giving, *Seize the Opportunity* Conference, San Antonio, TX. May 2005.

Harvard Summer Institute, *Management Development Program*, Cambridge, MA. June 2004.

## HONORS AND AWARDS

2004 Outstanding Public Service Award, Idaho State University
2004 Most Influential Professor, College of Education
1999 Sabbatical Leave to Massey University, Palmerston North, New Zealand

1997 Outstanding Young Woman of America
1997 Master Teacher Award, Idaho State University
1996 Master Teacher Award, Idaho State University
1996 Most Influential Professor, College of Education

PAST POSITIONS

Graduate Intern, School District No. 742, St. Cloud, MN, 1991—1993
Graduate Assistant in Special Education, Syracuse University, NY, 1988—1991
Special Educator, School District No. 742, St. Cloud, MN, 1987—1988
Visiting Teacher, Blindeninstitutsstiftung, Munich, Germany, 1986—1987
Special Educator, School District No. 742, St. Cloud, MN, 1985—1986
Teacher Assistant, Perkins School for the Blind, Watertown, MA, 1984—1985

DOCTORAL DISSERTATION

Hedeen, D.L. (1994). *The interwoven relationship of teaching, learning, and supporting in inclusive classrooms.* Unpublished doctoral dissertation, Syracuse University, Syracuse, NY.

TEACHING

| | |
|---|---|
| EDUC 102 | First Year Seminar |
| SPED 270 | Field Work in Special Education |
| SPED 330 | The Exceptional Child |
| SPED g425 | Diagnostic Procedures |
| SPED g426 | Assessment: Severe Disabilities |
| SPED g429 | Strategies: Severe Disabilities |
| SPED g442 | Survey of Mental Retardation |
| SPED g443 | Autism |
| SPED g446 | Secondary Special Education |
| SPED g450 | Creating Inclusive Classrooms |
| SPED 495 | Student Teaching |
| SPED 638 | Practicum in Special Education |
| SPED 662 | Consultation in Schools |

Previous Teaching Experience

University Instructor, Syracuse University, Syracuse, NY. Graduate course: School-Based Program Design for Students with Disabilities (3 credits) 1990—1991.

University Instructor, Syracuse University, Syracuse, NY. Undergraduate course: Curriculum and Methods in Emotional Disturbance and Behavioral Disorders (3 credits) 1990—1991.

University Co-Instructor, Syracuse University, Syracuse, NY. Undergraduate course: Perspectives on Mild and Moderate Disabilities (3 credits) 1990—1991.

University Instructor, St. Cloud State University, St. Cloud, MN. Graduate course: Communication and Consultation in Special Education (3 credits) 1989—1990.

University Co-Instructor, Syracuse University, Syracuse, NY. Undergraduate course: Perspectives on Mild and Moderate Disabilities (3 credits) 1989—1990.

Overload Course

Interdisciplinary Evaluation Team (IET), Speech Pathology course, 1995—2004.

Continuing Education Courses

Inclusive Strategies. OPDS Course (1 credit),
Joint School District 251, spring 1998.

Inclusive Education. OPDS Course (1 credit),
St. Maries School District 41, summer 1997.

Inclusion: Learning Disabilities. OPDS Course (1 credit),
Pocatello School District 25, spring 1997.

Inclusive Elementary Classes. BERS Course (1 credit),
Pocatello School District 25, fall 1996.
Curricular Adaptations for an Inclusive General Education Classroom.
BERS Course (1 credit), Pocatello School District 25, spring 1996.

Positive Behavioral Support for Challenging Students.
BERS Course (1 credit), Idaho Falls School District 91, fall 1995.

Curricular Adaptations for Inclusive Classrooms.
BERS Course (1 credit), Marsh Valley Joint School District 21, spring 1995.

Creating Inclusive Classrooms. BERS Course (1 credit),
Marsh Valley Joint School District 21, spring 1994.

SCHOLARSHIP

Refereed Journal Articles

Hedeen, D. L., & Ayres, B. J. (2002). You want me to teach *him* to read? Fulfilling the intent of IDEA. *Journal of Disability Policy Studies, 13*(3), 180-189.

Ayres, B. J., & Hedeen, D. L. (1998). Creating positive behavior support plans for students with significant behavioral challenges. *Rural Special Education Quarterly, 17*(3/4), 27-53.

Ayres, B. J., & Hedeen, D. L. (1996). Been there, done that, didn't work: Alternative solutions for behavior problems. *Educational Leadership, 53*(5), 48-50.

Solicited Book Chapters

Hedeen, D.L., & Ayres, B.J. (2007). Creating positive behavior supports. In M.F. Giangreco & M. B. Doyle (Eds.), *Quick-guides to inclusion: Ideas for educating students with disabilities (2nd ed*) (pp. 107-120). Baltimore, MD: Paul H. Brookes.

Ayres, B. J., & Hedeen, D. L. (2003). Creating positive behavior support plans for students with significant behavioral challenges. In M. S. E. Fishbaugh, G. Schroth & T. R. Berkeley (Eds.), *Ensuring safe school environments: Exploring issues—Seeking solutions* (pp. 89-105). Mahwah, NJ: Lawrence Erlbaum Associates.

Hedeen, D. L., Ayres, B. J., & Tate, A. (2001). Charlotte's story: Getting better, happy day, problems again! In M. Grenot-Scheyer, M. Fisher & D. Staub (Eds.), *At the end of the day: Lessons learned in inclusive education* (pp. 47-72). Baltimore, MD: Paul. H. Brookes.

Ayres, B. J., & Hedeen, D. L. (1997). Creating positive behavioral supports. In M. Giangreco (Ed.), *Quick-guides to inclusion: Ideas for educating students with disabilities* (pp. 113-137). Baltimore, MD: Paul H. Brookes.

Hedeen, D. L., Ayres, B. J., Meyer, L. H., & Waite, J. (1996). Quality inclusive schooling for students with severe behavioral challenges. In D. H. Lehr & F. Brown (Eds.), *People with disabilities who challenge the system* (pp. 127-171). Baltimore, MD: Paul H. Brookes.

Monographs

Twiss, D., Watson. M., Hedeen, D. L., & Ryba, K. (2000). *Executive summary: Autism spectrum disorder reference group*. New Zealand: Ministry of Education.

Ryba, K., Hedeen, D. L., Twiss, D., & Watson, M. (1999). *Family survey and interview: Effective provision and resourcing for students with autism spectrum disorder*. New Zealand: Ministry of Education.

Twiss, D., Watson, M., Hedeen, D., & Ryba, K. (1999). *The Imagine Programme (Perth, Australia) report: Effective provision and resourcing for students with autism spectrum disorder*. New Zealand: Ministry of Education.

Twiss, D., Watson, M., Ryba, K., & Hedeen, D. L. (1999). *Literature review: Effective provision and resourcing for students with autism spectrum disorder*. New Zealand: Ministry of Education.

Conference Proceedings

Hedeen, D. L., & Tate, A. (2001, July). *Behavioral strategies for inclusive classrooms.* National Autism Society of America Conference, San Diego, CA.

Commercially Published K-12 Instructional Materials

Inclusion Reviewer, Scott Foresman-Addison Wesley, Teacher's Edition Math Program K-2. 1998.

Review Manuscripts

Guest Reviewer, manuscript for the Journal of the Association for Persons With Severe Handicaps (JASH). August 1999.

State, National and International Featured Presentations

Hedeen, D.L. (2007, August). *Preparing for your NCATE visit*. University of Alaska – Fairbanks, College of Education, Fairbanks, Alaska.

Hedeen, D.L. (2005, April). *Supporting individuals who have challenging behaviors.* Idaho Association of Developmental Disabilities Agencies State Conference, Boise, ID.

Hedeen, D.L., & Southern, T. (2004, March). *You think I have challenging behaviors, but let me teach you what I can do!* Idaho Parents Unlimited (IPUL) State Conference, Boise, ID.

Hedeen, D. L., & Ayres, B. J. (2002, July). *Proactive curricular and behavioral strategies for the diverse classroom.* Keynote speaker at the Summer Institute on Inclusion, Lesley University, Cambridge, MA.

Hedeen, D. L., & Ayres, B. J. (2002, February). *If you want to help me, get to know ME!: Successful strategies for creating positive behavioral supports.* Keynote speaker at the University of Wisconsin, Oshkosh Conference, Oshkosh, WI.

Hedeen, D. L., & Ayres, B. J. (2002, February). *The connections that link us together: The importance of family, friends, school and work.* Keynote speaker at the University of Wisconsin, Oshkosh Conference, Oshkosh, WI.

Hedeen, D. L. (2001, October). *A down under approach to education.* Keynote speaker at the Idaho Parents Unlimited (IPUL) State Conference, Boise, ID.

Hedeen, D. L. (2001, July). *How do I prevent, teach, and respond to behavior at the same time*? Keynote speaker at the Summer Institute on Inclusion, Lesley University (name change from Lesley College to Lesley University), Cambridge, MA.

Hedeen, D. L. (2001, June). *Lee's determination to be included!* Keynote address at the Queensland Association of Special Education Conference, Brisbane, Australia.

Hedeen, D. L. (2001, March). *Including diverse learners in literacy and social skill lessons in the general education classroom.* Featured speaker at the Montana State Council for Exceptional Children (CEC) Conference, Missoula, MT.

Hedeen, D. L. (2000, July). *The ups and downs of supporting a student with autism in her neighborhood school.* Keynote speaker at the Summer Institute on Inclusion, Lesley College, Cambridge, MA.

Hedeen, D. L. (1999, March). *Creating successful learning experiences for students with autism and severe disabilities.* Featured speaker at the Montana State CEC Conference, Missoula, MT.

Hedeen, D. L. (1997, July). *Practical solutions to complicated problems.* Keynote speaker at the Summer Institute on Inclusion, Lesley College, Cambridge, MA.

Hedeen, D. L. (1996, October). *Inclusive education.* Presentation to the Education of Students with Disabilities Interim Committee of the Idaho Legislature, Idaho State University (ISU), Pocatello, ID.

Hedeen, D. L. (1996, July). *Curriculum connections: Making sense of it all.* Keynote speaker at the Summer Institute on Inclusion, Lesley College, Cambridge, MA.

Hedeen, D. L. (1995, August). *Inclusive education.* Featured speaker at the Summer Leadership Institute, University of Northern Iowa, Cedar Falls, IA.

Hedeen, D. L. (1994, September). *Kids are better together.* Featured speaker at the Idaho Inclusion Conference, ISU, Pocatello, ID.

International Refereed Conference Presentations

Hedeen, D.L. (2005, July). *Supporting students with challenging behaviors using positive behavior support plans.* International Association of Special Education Conference, Halifax, Nova Scotia.

Budzisz, M., Johns, B., McCaw, A., Hedeen, D., Tang, J., Chiang, C., & Banks, Y.R. (2005, July). *What do I do to help? Practical advice for dealing with students with behavioral challenges.* International Association of Special Education Conference, Halifax, Nova Scotia.

Hedeen, D. L. (1999, July). *Autism: Barrier-free learning.* International Association of Special Education Conference, Sydney, Australia.

National Refereed Conference Presentations

AACTE—American Association of Colleges for Teacher Education
CEC—Council for Exceptional Children
TASH—The Association for Persons with Severe Handicaps

Hedeen, D.L., & Newsome, J.A. (2007, February). *Discovering our conceptual framework: Living our vision and mission*. AACTE National Conference, New York City, NY.

Hedeen, D.L., & Newsome, J.A. (2006, February). *A college's process in reviewing and revising its conceptual framework to guide the future direction of teacher preparation.* AACTE National Conference, San Diego, CA.

Hedeen, D.L., & Meyerhoeffer, T. (2005, October). *A collaborative effort to increase elementary educators and special educators in rural areas of Idaho*. American Association of Colleges for Teacher Education and National Association of Community College Teacher Education Programs Web Conference.

Hedeen, D.L. (2004, November). *Teaching students social skills using Comic Strip Conversations*. TASH National Conference, Reno, NV.

Hedeen, D.L., & Southern, T. (2004, April). *Positive behavioral support for an elementary student with challenging behaviors*. CEC National Conference, New Orleans, LA.

Hedeen, D. L., & Southern, T. (2003, December). *Supporting a student with challenging behaviors in his elementary school*. TASH National Conference, Chicago, IL.

Hedeen, D.L., & Southern, T. (2003, December*). The Transition from Elementary School to Middle School*. TASH National Conference, Chicago, IL.

Hedeen, D. L., & Southern, T. (2003, March). *Supporting students with challenging behaviors in inclusive elementary classrooms*. International Conference on Positive Behavior Support, Orlando, Fl.

Hedeen, D. L., & Ayres, B. J. (2002, December). *Creating opportunities through positive behavioral supports*. All day Saturday Institute at the TASH National Conference, Boston, MA.

Hedeen, D. L. (2002, April). *A school approach to teaching social skills.* CEC National Conference, New York City, NY.

Hedeen, D. L., Ayres, B. J., & DeLuke, S. (2001, November). *Creating successful experiences for all students through positive behavioral supports.* Pre-Conference all day workshop at the TASH National Conference, Anaheim, CA.

Hedeen, D. L., & Ayres, B. J. (2000, December). *Lee's determination to be included in Grades 4-12.* TASH National Conference, Miami Beach, FL.

Hedeen, D. L. (1999, April). *Autism: Strategies for inclusive classrooms.* CEC National Conference, Charlotte, NC.

Hedeen, D. L., & Ayres, B. J. (1998, December). *Supporting students with challenging behaviors in inclusive classrooms.* TASH National Conference, Seattle, WA.

Hedeen, D. L., & Ayres, B. J. (1997, December). *Walking the talk—Examining our teaching practices in university classrooms.* TASH National Conference, Boston, MA.

Hedeen, D. L., & Ayres, B. J. (1997, April). *Curricular adaptations for inclusive classrooms.* CEC National Conference, Salt Lake City, UT.

Hedeen, D. L., Ayres, B. J., & Meyer, L.H. (1996, November). *A collaborative approach to creating positive supports.* TASH National Conference, New Orleans, LA.

Hedeen, D. L., & Ayres, B. J. (1996, April). *Implementing most promising practices in college classrooms*. CEC National Conference, Orlando, FL.

Hedeen, D. L., & Ayres, B. J. (1996, April). *Positive behavioral supports in inclusive classrooms.* CEC National Conference, Orlando, FL.

Hedeen, D. L. (1995, December). *Dare to discover: Challenging behaviors, facilitated communication, inclusive classrooms.* TASH National Conference, San Francisco, CA.

Hedeen, D. L., Peck, C., Salisbury, C., Giangreco, M., Logan, K., & Snell, M. (1995, December). *Future research on inclusion: Linking pictures with numbers.* TASH National Conference, San Francisco, CA.

Hedeen, D. L., & Ayres, B. J. (1994, December). *Working with teachers for change.* TASH National Conference, Atlanta, GA.

Hedeen, D. L., & Ayres, B. J. (1993, November). *Positive approaches for helping students in inclusive classrooms.* TASH National Conference, Chicago, IL.

Hedeen, D. L. (1992, November). *The Interwoven relationship of teaching, learning, and supporting in inclusive classrooms.* TASH National Conference, San Francisco, CA.

Hedeen, D. L., & Ayres, B. J. (1991, November). *Cooperative learning: Changing the college classroom experience.* TASH National Conference, Washington, DC.

Hedeen, D. L., Duncan, J., Johnson, C., & Kraus, L. (1991, November). *Including students with severe disabilities in regular classrooms using cooperative learning.* TASH National Conference, Washington, DC.

Hedeen, D. L., & Duncan, J. (1990, December). *Connecting students in the high school.* TASH National Conference, Chicago, IL.

Idaho State Conference Presentations

CEC—Council for Exceptional Children
IPUL— Idaho Parents Unlimited
ISBA — Idaho School Board Association

Hedeen, D., Hill, J., & Rowland, P. (2007, November). *Idaho College of Educations' update*. ISBA State Conference, Couer d' Alene, ID.

Boothe, D., Hedeen, D., & Rowland, P. (2006, November). *Idaho College of Educations' update*. ISBA State Conference, Boise, ID.

Hedeen, D.L. (2004, April). *Positive behavorial supports*. Idaho Association of Developmental Disabilities Agencies State Conference. Boise, ID.

Hedeen, D.L., Stronks, C., & Stronks, G. (2004, March). *My transition from elementary school to middle school*. IPUL State Conference, Boise, ID.

Hedeen, D. L., Stronks, C., & Stronks, G. (2003, October). *My transition from elementary school to middle school*. CEC State Conference, Sun Valley, ID.

Hedeen, D. L. (2002, October). *Adaptations for successful participation.* IPUL State Conference, Boise, ID.

Hedeen, D. L. (2002, October). *Teaching students to use comic strip conversations*. CEC State Conference, Sun Valley, ID.

Hedeen, D. L. (2001, October). *Family life: Siblings and their differences.* IPUL State Conference, Boise, ID.

Hedeen, D. L. (2001, October). *Positive behavioral supports in the home and community.* Community Partnerships of Idaho State Conference, Boise, ID.

Hedeen, D. L. (2001, October). *Stories, strategies, and supports.* CEC State Conference, Sun Valley, ID.

Hedeen, D. L. (2000, October). *Teaching social skills.* CEC State Conference, Sun Valley, ID.

Hedeen, D. L., & Tate, A. (1998, October). *Autism: Seeing the future.* CEC State Conference, Sun Valley, ID.

Hedeen, D. L. (1997, October). *Autism: Teaching strategies*. CEC State Conference, Sun Valley, ID.

Hedeen, D. L. (1997, October). *Powerful techniques can lead to successful elementary and secondary inclusion.* IPUL State Conference, Boise, ID.

Hedeen, D. L. (1997, January). *Secondary inclusive practices.* Idaho Association of Secondary Principals and Special Education Administrators Annual Meeting, Boise, ID.

Hedeen, D. L. (1997, January). *Secondary transition.* Idaho Association of Secondary Principals and Special Education Administrators Annual Meeting, Boise, ID.

Hedeen, D. L. (1996, October). *Dealing with diversity in the classroom.* Idaho Association of Elementary School Principals and Special Education Administrators Annual Meeting, Sun Valley, ID.

Hedeen, D. L. (1996, October). *Moving on: Grade to grade, school to school.* IPUL State Conference, Boise, ID.

Hedeen, D. L., & Bush, N. (1996, October). *Teaming for successful transition.* CEC State Conference, Sun Valley, ID.

Hedeen, D. L. (1995, October). *Art of belonging.* IPUL State Conference, Boise, ID.

Hedeen, D. L. (1995, October). *Curricular adaptations for inclusive classrooms*. CEC State Conference, Sun Valley, ID.

Hedeen, D. L. (1995, October). *Including teenagers.* IPUL State Conference, Boise, ID.

Hedeen, D. L. (1994, October). *Positive approaches for inclusive classrooms.* CEC State Conference, Boise, ID.

Hedeen, D. L. (1993, October). *I wanted Ben to be a natural part of our day: Learning in inclusive classrooms*. CEC State Conference, Sun Valley, ID.

Grants

Honoraria to implement assistive technology in a college course. Dean's Scholarship Grant, December 2001. Amount: $1,800.00.

Professional Travel to present at the National CEC Conference, New York City, NY, April 2002. Dean's Scholarship Grant, December 2001. Amount: $1,779.00.

Professional Travel to present at the National Autism Society of America Conference, San Diego, CA, July 2001. Dean's Scholarship Grant, December 2000. Amount: $1,341.00.

Works in Progress

Southern, T.A., & Hedeen, D.L. (in progress) *Using positive behavior support plans for students with challenging behaviors.*

Hedeen, D.L. (in progress). *Defining one's self-determination.*

Hedeen, D.L. (in progress). *Proactively teaching social skills to decrease behavior issues in the school.*

SERVICE

Leadership at State Level

IPUL (Idaho Parents Unlimited) Board of Directors, 2001—2004.

Vice President, January 2004.

IDAHO SEAP (State Special Education Advisory Panel), 1996—1999.
President of Idaho CEC (Council for Exceptional Children), 1997—1998.
President-Elect of Idaho CEC, 1996—1997.
Vice President of Idaho CEC, 1995—1996.
Idaho CSPD (Comprehensive System of Personnel Development), 1994—1995.

Idaho State University Leadership and Committee Work

University

DEEP Program student exchange with Savannah State University.
Savannah State Students visited ISU in February 2003
ISU students visited Savannah State in November 2002
Curriculum Council Executive Committee, spring 2002.
Curriculum Council, COE Representative, spring 2001—spring 2002.
First Year Seminar Advisory Committee, spring 1998—spring 1999.
Faculty Senate, 1995—1998.
Professional Policies Council, 1994—1997; chair, 1995—1997.
Library Budget Allocation Committee, 1994—1995.

College

NCATE, co-coordinator, fall 2005—fall 2006.
Core Curriculum Committee, co-chair, fall 2003—spring 2006.
College Restructuring Committee, fall 2001.
Tenure and Promotion Committee, fall 2000—2001.

Physical Education and Dance Search Committee, spring 2001.
EDUC 402 Course Development Committee, chair, 1998—1999; spring and fall 2001.
Dean’s Faculty Scholarships, chair, fall 2000.
Director of Field Experience Search Committee, chair, 1998—1999.
Field Experience Committee, 1998—1999.
Faculty Promotion Committee, chair, fall 1998
Portfolio Development Committee/Taskforce, fall 1998.
Diversity Task Force, 1997—1998.
Teacher Education Core Course Development, co-facilitator, 1997—1998.
Dean’s Search Committee, spring 1997.
Dean's Advisory Council, 1995—1996.
Field Experience Committee, 1995—1996.
Teacher Education Committee, 1995—1996.
Framework Committee, fall 1995.
Educational Leadership, 1994—1996.

Department/Division

Regional Special Education Consultant Search Committee, spring 2003.
Special Education Search Committee, fall 2002; chair, spring 2003.
Family and Consumer Sciences Search Committee, 2000—2001.
Instructional Technology Search Committee, spring and fall 1998.
Special Education Faculty Search Committee, spring 1998.
Special Education Faculty Search Committee, summer 1997.

Advisor for Student Organization

CEC Student Organization, advisor, fall 2000—fall 2004.
CEC Student Organization, active faculty member, fall 1993—spring1999.

Program Coordinator

Saturday School Program, College of Education, 1995—spring 2005.

Current Professional & Academic Association Memberships

Positive Behavioral Support (PBS)
Council for Exceptional Children (CEC)
The Association for Persons with Severe Handicaps (TASH)
Association for Supervision and Curriculum Development (ASCD)
Autism Society of America (ASA)
Kappa Delta Pi (KDP)

Solicited Presentations—State, National, and International

*Designing inclusive strategies.* A presentation made to EDUC 402 Adaptations for Diversity students during their workshop days. This presentation has been given each semester (total of 15 times). Idaho State University, Pocatello, ID. Fall 2000—to present.

Hedeen, D.L. (2005, fall). *Autism*. Five workshops (two hours each) to train staff at the Children's Center - Disability Agency, Pocatello, ID.

Hedeen, D.L. (2005, summer). *Visual strategies*. Three workshops (two hours each) to train staff at the Children's Center – Disability Agency, Pocatello, ID.

Hedeen, D.L. (2005, March). *Understanding autism*. A three hour presentation at the Development Workshops, Inc Annual Conference, Idaho Falls, ID.

Hedeen, D.L. (2004, October). *Supporting students with challenging behaviors*. A four hour presentation at the Residential Rehabilitation Conference, Idaho Falls, ID.

Hedeen, D.L. (2004, October). *Positive Behavior Support for students with challenging behaviors*. All day workshop presented to START agency staff, Spokane, WA.

Hedeen, D.L. (2004, September). *Supporting families of children who have challenging behavaiors*. A four hour workshop for START Agency parents, Boise, ID.

Hedeen, D.L. (2004, August). *Strategies for supporting students with challenging behaviors*. All day workshop for START Agency staff, Boise, ID.

Hedeen, D.L., & Southern, T. (2004, January). *Creating Visual Strategies for students*. Workshop presented to special educators and paraeducators in School District #25. Pocatello, ID.

Hedeen, D.L., & Southern, T. (2003, November). *Supporting students with challenging behaviors in the middle school*. Presentation to staff at a middle school in School District #25, Pocatello, ID.

Hedeen, D.L. (2003, October). *Supporting individuals with challenging behaviors*. A four hour presentation at the Residential Rehabilitation Conference, Idaho Fall, ID.

Hedeen, D. L., & Ayres, B. J. (2002, March). *Supporting students with challenging behaviors.* Two-day workshop presented to administrators, teachers, and parents, Pocatello, ID.

Hedeen, D. L. (2001, June). *Creating positive behavioral supports for learning.* Presentation to educators and administrators at the Queensland Association of Special Education Conference, Brisbane, Australia.

Hedeen, D. L. (2001, June). *Helping children during difficult times.* Presentation to parents and teacher aides at the Queensland Association of Special Education Conference, Brisbane, Australia.

Hedeen, D. L. (2001, June). *How can I be positive when my child is so challenging*. Presentation to parents, Tasmania, Australia.

Hedeen, D. L. (2001, June). *How do I help my child with challenging behaviors*. Presentation to parents, Hawkes Bay, New Zealand.

Hedeen, D. L. (2001, June). *Making a difference for individuals with disabilities*. One day workshop for educators, teacher aides, and administrators, Hawkes Bay, New Zealand.

Hedeen, D. L. (2001, June). *Student success through positive behavioral supports.* One day workshop for educators, administrators, and parents. University of Tasmania, Tasmania, Australia.

Hedeen, D. L. (2001, June). *Successful strategies for difficult behaviors.* Presentation to elementary teacher aides, Palmerston North, New Zealand.

Hedeen, D. L. (2001, June). *Teaching social skills to young children.* Presentation to preschool and elementary educators, Palmerston North, New Zealand.

Hedeen, D. L., & Davern, L. (2001, June). *Inclusive strategies for diverse learners.* One day workshop for educators and parents, Palmerston North, New Zealand.

Hedeen, D. L., & Davern, L. (2001. June). *Teaching methods for the diverse classroom.* One day workshop for educators, administrators, and parents, Palmerston North, New Zealand.

Hedeen, D. L., & Ayres, B. J. (2001, May). *Positive behavioral support strategies for the diverse classroom.* Presentation to educators, administrators, and parents, Auckland, New Zealand.

Hedeen, D. L., & Davern, L. (2001, May). *Collaborative skills for the diverse classroom.* Presentation to educators, administrators, and parents, Auckland, New Zealand.

Hedeen, D. L. (2001, April). *My first college class experience.* Presentation to high school students attending Future Educators Day at ISU, Pocatello, ID.

Hedeen, D. L. (2001, April). *Visual strategies to enhance communication and positive behaviors.* Presentation at the Idaho Speech, Language, and Hearing Association Conference (ISLHA), Boise, ID.

Hedeen, D. L. (2001, March). *Lee's determination to be included in Grades 4-12.* Presentation at the Montana CEC Conference, Missoula, MT.

Hedeen, D. L. (2001, March). *Positive behavioral support strategies.* One day workshop for educators in Bonneville Joint School District 93, ID.

Hedeen, D. L. (2001, February). *Including students: Positive behavioral supports and curricular adaptations*. One day workshop for administrators, educators, and parents, Pocatello School District 25, Pocatello, ID.

Hedeen, D. L. (2000, November). *Successful participation through behavioral and curricular strategies*. One day workshop for administrators, educators, and parents, Boise, ID.

Hedeen, D. L. (2000, August). *Using COACH as an effective IEP planning tool.* Presentation to Autism Society of America, Treasure Valley Chapter, Boise, ID.

Hedeen, D. L. (2000, June). *Successful strategies for inclusive classrooms*. One day workshop for administrators, educators, and parents, Brisbane, Australia.

Hedeen, D. L. (2000, June). *Teaching social skills to all students.* Presentation to Massey University College of Education faculty, Palmerston North, New Zealand.

Hedeen, D. L. (2000, May). *Friendly classroom, friendly school.* Presentation to elementary staff, Palmerston North, New Zealand.

Hedeen, D. L. (2000, May). *Successful learning and behavior for the classroom.* One day workshop for educators servicing young children, Napier, New Zealand.

Hedeen, D. L. (2000, May). *Supporting students through positive interventions.* Presentation to RTLBs (Resource Teachers: Learning and Behavior), Palmerston North, New Zealand.

Hedeen, D. L. (2000, May). *Teaching skills and responding in supportive ways.* Presentation to staff supporting students with significant needs, Wellington, New Zealand.

Hedeen, D. L., & Ayres, B. J. (2000, May). *Positive behavioral support and inclusive education.* One day workshop to administrators, educators, and university students at Auckland College of Education, New Zealand.

Hedeen, D. L., & Ayres, B. J. (2000, May). *Strategies for students with disabilities.* One day workshop to administrators, educators, and parents, Palmerston North, New Zealand. (with)

Hedeen, D. L. (2000, April). *Adapting the language arts curriculum.* Presentation to Massey University elementary undergraduate students, Napier, New Zealand.

Hedeen, D. L. (2000, April). *Positive behavioral supports.* Presentation to Massey University special education graduate students, Palmerston North, New Zealand.

Hedeen, D. L. (2000, April). *Practical strategies for home and school.* Presentation to the Autism Association Parent Group, Palmerston North, New Zealand.

Hedeen, D. L. (2000, April). *Supporting students with disabilities in inclusive classrooms.* Presentation to Massey University undergraduate special education students, Palmerston North, New Zealand.

Hedeen, D. L. (2000, March). *Adapting the curriculum*. Presentation to elementary teacher aides, Palmerston North, New Zealand.

Hedeen, D. L. (2000, March). *Adapting the curriculum.* Presentation to Massey University special education graduate students, Auckland, New Zealand.

Hedeen, D. L. (2000, March). *Positive strategies for inclusive classrooms*. Presentation to administrators and educators involved in Special Education 2000 Research Grant, Auckland, New Zealand.

Hedeen, D. L. (2000, March). *Positive strategies for inclusive classrooms.* Presentation to administrators and educators involved in Special Education 2000 Research Grant, Christchurch, New Zealand.

Hedeen, D. L. (2000, March). *Positive strategies for inclusive classrooms.* Presentation to administrators and educators involved in Special Education 2000 Research Grant, Palmerston North, New Zealand.

Hedeen, D. L. (2000, March). *Supervision techniques*. Presentation to Massey University graduate students in school psychology, Auckland, New Zealand.

Hedeen, D. L. (2000, February). *Collaborative school consultation.* Presentation to Specialist Education Services (SES), Wanganui, New Zealand.

Hedeen, D. L. (2000, February). *Creating friendly and supportive classrooms*. One day workshop for elementary school staff, Palmerston North, New Zealand.

Hedeen, D. L. (2000, February). *Positive strategies for inclusive classrooms.* Presentation to administrators and educators involved in Special Education 2000 Research Grant, Gisborne, New Zealand.

Hedeen, D. L. (2000, February). *Strategies for student success.* Presentation to RTLBs (Resource Teachers: Learning and Behavior), Palmerston North, New Zealand.

Hedeen, D. L. (2000, February). *Teaching our children social skills.* Presentation at an elementary parent night, Palmerston North, New Zealand.

Hedeen, D. L. (2000, February). *Visual strategies to enhance social skills.* Presentation to elementary staff, Palmerston North, New Zealand.

Hedeen, D. L. (2000, January). *Enhancing communication and participation for students with severe disabilities.* Presentation for elementary school staff, Palmerston North, New Zealand.

Hedeen, D. L. (2000, January). *Secondary inclusive strategies.* One day workshop for staff supporting students with disabilities, Palmerston North, New Zealand.

Hedeen, D. L. (2000, January). *We want friendly kids, friendly classrooms!* One day workshop for elementary school staff, Palmerston North, New Zealand.

Hedeen, D. L., & Carroll-Lind, J. (2000, January). *Inclusive classroom strategies.* Presentation to elementary school staff, Linton, New Zealand.

Hedeen, D. L. (1999, December). *Visual strategies to enhance participation.* Presentation to educators and teacher aides, Palmerston North, New Zealand.

Hedeen, D. L. (1999, November). *Secondary strategies for positive inclusion*. Presentation to educators and teacher aides, Palmerston North, New Zealand.

Hedeen, D. L. (1999, November). *Will today ever end? Strategies for students with disabilities*. One day workshop for educators, parents, and administrators, Palmerston North, New Zealand.

Hedeen, D. L. (1999, October). *Assisting students to initiate communication*. Presentation to teacher aides, Palmerston North, New Zealand.

Hedeen, D. L. (1999, September). *Positive support for including students with disabilities.* Presentation to educators, parents, and teacher aides, Palmerston North, New Zealand.

Hedeen, D. L. (1999, May). *Positive behavioral support can work!* One day workshop to educators, parents, and administrators, Bozeman, MT.

Hedeen, D. L. (1999, May). *Supporting Students with disabilities in inclusive classroom.* One day workshop to educators, parents, and administrators, Billings, MT.

Hedeen, D. L. (1999, April). *Communication is the KEY.* Presentation to Blackfoot School District 55 staff, Blackfoot, ID.

Hedeen, D. L. (1999, March). *All kids are capable.* One day workshop presented to Southwest Region Educators, Boise, ID.

Hedeen, D. L. (1999, March). *Successful learning = Successful behaviors*. One day workshop presented to Northwest Region educators, McCall, ID.

Hedeen, D. L. (1999, February). *Autism: Tomorrow's a new day (Part III).* One day workshop presented to Southwest Region Educators, Boise, ID.

Hedeen, D. L. (1999, February). *Autism: Tomorrow's a new day (Part III).* One day workshop presented to Southeast Region Educators, Pocatello, ID.

Hedeen, D. L. (1999, February). *Communicating throughout the day.* Presentation to educators in Idaho Falls School District 91, ID.

Hedeen, D. L. (1999, January). *Positive behavioral support at home.* Presentation at the Southeast Regional Conference at ISU, Pocatello, ID.

Hedeen, D. L. (1999, January). *Positive behavioral support at school*. Presentation at the Southeast Regional Conference at ISU, Pocatello, ID.

Hedeen, D. L. (1998). *All kids are capable.* One day severe disabilities workshop presented to Southeast Region Educators, Pocatello, ID.

Hedeen, D. L. (1998, November). *Autism: Tomorrow's a new day (Part III).* One day workshop presented to Southeast Region Educators, Pocatello, ID.

Hedeen, D. L. (1998, October). *How do I make them speak?: Encouraging student participation in class.* Presentation to ISU First Year Seminar staff and faculty, Pocatello, ID.

Hedeen, D. L. (1998, October). *Why not all kids?* Presentation to ISU student teachers, Pocatello, ID.

Hedeen, D. L. (1998, September). *Autism: Perception is everything (Part II).* One day workshop presented to Southwest Region Educators, Boise, ID.

Hedeen, D. L. (1998 September). *Supporting students with autism.* Half day workshop presented to Shoshone Bannock Headstart teachers, Fort Hall, ID.

Hedeen, D. L. (1998, April). *Autism: Perception is everything (Part II).* One day workshop presented to Southeast Region Educators, Pocatello, ID.

Hedeen, D. L. (1998, March). *Autism: Take a walk in my shoes (Part I).* One day workshop presented to Southwest Region Educators, Boise, ID.

Hedeen, D. L. (1998, February). *Autism: Perception is everything (Part II).* One day workshop presented to Southeast Region Educators, Pocatello, ID.

Hedeen, D. L. (1997, September). *Adapting the curriculum.* Presentation to educators in Pocatello School District 25, ID.

Hedeen, D. L. (1997, September). *Autism: Take a walk in my shoes (Part I).* One day workshop presented to Southeast Region Educators, Pocatello, ID.

Hedeen, D. L. (1997, August). *Curricular adaptations for inclusive environments.* Presentation to principals in Pocatello School District 25, ID.

Hedeen, D. L. (1997, April). *How can Johnny be in that class?* Presentation to parents and educators, All Children Belong Project, Boise, ID.

Hedeen, D. L. (1997, March). *How can Johnny be in that class?* Presentation to parents and educators, All Children Belong Project, Idaho Falls, ID.

Hedeen, D. L. (1997, February). *Autism: Take a walk in my shoes*. One day workshop presented to Southeast Region Educators, Pocatello, ID.

Hedeen, D. L. (1997, February). *How can Johnny be in that class?* Presentation to parents and educators, All Children Belong Project, Pocatello, ID.

Hedeen, D. L. (1996, October). *Restructuring schools for inclusion*. Presentation to school staff, Caldwell School District 132, ID.

Hedeen, D. L. (1996, April). *How to include all kids*. Presentation to SNEA Chapter at ISU, Pocatello, ID.

Hedeen, D. L. (1996, March). *Kids learning together*. Inservice presentation to school staff, Preston Joint School District 201, ID.

Hedeen, D. L. (1995, November). *Including all children in early childhood settings.* Panel presenter for Pocatello Association for the Education of Young Children (PAEYC), Pocatello, ID.

Hedeen, D. L. (1995, February). *Inclusive classrooms.* Inservice presentation to School Staff, Moscow School District 281, ID.

Hedeen, D. L. (1995, February). *Inclusive classrooms*. Inservice presentation to School Staff, Soda Springs Joint School District 150, ID.

Hedeen, D. L. (1994, November). *Inclusion: The difficulties and benefits of inclusion for students, teachers, and special needs individuals in the public school classroom.* Featured Speaker at IEA/SNEA Symposium, ISU, Pocatello, ID.

Hedeen, D. L. (1994, October). *Autism*. Presentation to parent group at local elementary school, Pocatello School District 25, ID.

Hedeen, D. L. (1994, September). *More about inclusion*. Presentation to SNEA Chapter at ISU, Pocatello, ID.

Hedeen, D. L. (1994, August). *Workshop for inclusion intervention team members*. Two day workshop for Southeast Region Educators at ISU, Pocatello, ID.

Hedeen, D. L. (1994, May). *Positive approaches to challenging behaviors.* Presentation to cottage staff at the St. Cloud Children's Home, MN.

Hedeen, D. L. (1994, April). *Designing inclusive classrooms.* Presentation to graduate students at Eastern Montana College, Billings, MT.

Hedeen, D. L. (1994, March). *Including kids.* All day workshop for school staff on positive approaches to challenging behaviors, curricular adaptations, and strategies for working with students who have severe disabilities in general education classes, Idaho Falls School Districts 91 and Bonneville Joint School District 93, Idaho Falls, ID.

Hedeen, D. L. (1994, March). *Inclusive classrooms*. Four one-hour presentations. Upper Snake River Valley Educators Conference, Rigby, ID.

Hedeen, D. L. (1994, January). *How to include students with disabilities.* All day inservice for educators and administrators. The focus was on inclusive education and practical strategies to use when including students with disabilities in general education classrooms, Shelley School District 60, ID.

Hedeen, D. L. (1993, November). *The move toward inclusive education: What does an inclusive classroom look like?* Presentation to Region III Special Education Directors, Pocatello, ID.

Hedeen, D. L. (1993, May). *Facilitated communication in the high school: Peers, pressure, and positive ideas.* Second Annual Facilitated Communication Conference, Syracuse, NY.

Community Partnerships

Pocatello School District #25 Special Education Self-Evaluation Team, November 2003-—2004.

Monthly meetings with special educators to improve the quality of services for students with severe disabilities. Pocatello School District 25. January 2001— May 2004.

Developed a university course for high school students with disabilities from Pocatello School District 25. The class met weekly with undergraduate and graduate students in the special education program. College of Education, ISU. Fall 2001—spring 2002.

Professional-Related Consulting

Consultation services to a disability agency to assist with a young woman who had challenging behaviors. (2 visits). Idaho Falls, ID. August 2005.

Consultation services to an elementary school to assist with a boy who has autism and presented some challenging behaviors. (6 visits). Pocatello School District 25, ID. Spring 2005.

Consultation services to two elementary schools to assist with two boys who have autism and presented some challenging behaviors. In addition, each boy transitioned to a middle school and initial preparation was started during spring 2003 (5 visits to each school). Pocatello School District 25, ID. September 2002—2004.

Consultation services to an elementary school for a student with challenging behaviors. Provided behavioral intervention techniques. Twin Falls School District 411, ID. February 2004.

Consultation services to a middle school for a student with autism. Provided daily planning strategies, positive behavioral support, and visual strategies. Wendell School District 232, ID. January and February 2004.

Consultation services to an elementary school for a student with autism. Provided educational curricular adaptations and behavior intervention techniques. Twin Falls School District 411, ID. October 2003.

Consultation services to a high school for a young man with Asperger's Syndrome. Provided educational strategies to staff and family. Boston, MA. December 2002.

Consultation services to a junior high school. Provided educational strategies to a special educator. Pocatello School District 25, ID. December 2001.

Consultation services to an elementary school. Provided educational strategies for a student with disabilities. Joint School District 251, ID. November 2001.

Consultation services to an elementary school. Provided curricular adaptations for a student with disabilities. Joint School District 251, ID. October 2001.

Consultation services to a middle school. Provided behavioral support and training for a student with autism (4 visits). Malad, ID. February and March 2001.

Consultation services for a family. Provided monthly support for a family and young adult with disabilities to assist with developing an educational plan (6 visits). New Plymouth, ID. September 2000—March 2001.

Consultation services to an elementary school. Provided monthly curricular strategies and positive behavioral supports for a student with autism (6 visits). Boise, ID. September 2000—March 2001.

Consultation services to an elementary school. Provided educational strategies for a student with autism. Terreton, ID. November 2000.

Consultation services to an elementary school. Provided educational strategies for a student with autism and English as second language (3 visits). Murtaugh, ID. September and October 2000.

Consultation services to an elementary school. Assisted educators in working with a student with autism (2 visits). Palmerston North, New Zealand. May and June 2000.

Consultation services to an elementary school. Supported teacher aides in working with a student with autism (3 visits). Fielding, New Zealand. May and June 2000.

Consultation services to an intermediate school. Provided observations and strategies to assist with a student having difficult behaviors (6 visits). Palmerston North, New Zealand. March—May 2000.

Consultation services to an elementary school. Attended a week long school camp with sixth grade classes and provided support for a student with disabilities. Palmerston North, New Zealand. February 2000.

Consultation services to an elementary school. Provided observations, training teacher aides, and meetings with classmates to assist educators with a student who had challenging behaviors (5 visits with Carroll-Lind, J.). Palmerston North, New Zealand. January—May 2000.

Consultation services to an elementary school. Provided one day a week support for three students with autism. Central Normal School, Palmerston North, New Zealand. July 1999—June 2000.

Consultation services to an elementary school. Provided technical assistance for a student with autism who was presenting challenging behaviors (3 visits). Boise Independent School District 1, ID. November 1998.

Consultation services to an elementary school. Provided monthly visits to an elementary school in order to assist with a student with autism (8 visits). Boise Independent School District 1, ID. September 1998—April 1999.

Consultation services to a middle school. Provided educational strategies for a student with severe disabilities. Joint School District 251, ID. September 1998.

Consultation services to an elementary school. Assisted in developing new school routines for a second grade student with autism. Boise Independent School District 1, ID. September 1998.

Consultation services to a preschool program. Provided assistance in developing a class routine for two young boys with autism. Joint School District 148, ID. August 1998.

Consultation services to a middle school. Assisted with transition planning for a student with severe disabilities. Joint School District 251, ID. May 1998.

Consultation to an elementary school. Continued support for student with autism. Boise Independent School District 1, ID. April 1998.

Consultation services to a high school. Provided educational planning for a student with severe disabilities. Buhl Joint School District 412, ID. March 1998.

Consultation services to an elementary school. Assisted educators in developing a comprehensive educational plan for a student with challenging behaviors. Oneida County School District 351, ID. March 1998.

Consultation services to an elementary school. Provided support and educational planning for a student with autism. Boise Independent School District 1, ID. March 1998.

Consultation services to a high school. Discussed options for transition planning and observed students. Marsh Valley Joint School District 21, ID. December 1997.

Consultation services to an elementary school. Provided technical assistance for a student with autism (4 visits). Pocatello School District 25, ID. October 1997.

Consultation services to a middle school. Assisted with behavioral interventions over a two week period for a student with challenging behaviors (4 visits). Blackfoot School District 55, ID. September 1997.

Consultation to an elementary school. Assisted with curricular adaptations and behavioral interventions for a student with autism. Twin Falls School District 411, ID. March 1997.

Consultation to an elementary school. Assisted with curricular adaptations for a student with severe disabilities. Teton County School District 401, ID. January 1997.

Consultation services to an elementary school. Assisted with the transition from third to fourth grade for a student with severe disabilities. Joint School District 251, ID. October 1996.

Consultation services for a middle school. Assisted team in creating adaptations for a student with disabilities. Teton County School District 401, ID. September 1996.

Consultation services for an elementary school. Assisted with two students who have challenging behaviors. Soda Springs Joint School District 150, ID. September 1996.

Consultation services for an elementary school. Facilitated a MAPS session for a student with disabilities transitioning to a new school. Teton County School District 401, ID. May 1996.

Consultation services for an elementary school. Assisted a special educator in creating curricular adaptations for general education classrooms. Preston Joint School District 201, ID. March 1996.

Consultation services for a high school. Assisted teachers in accommodating for students with disabilities in high school. Bear Lake County School District 33, ID. February 1996.

Consultation services for an elementary school. Assisted teachers with inclusive experiences for students with disabilities. Jerome Joint School District 261, ID. January 1996.

Consultation visits to assist six schools in creating inclusive classrooms. Marsh Valley Joint School District 21, ID. Fall 1995.

Consultation services for a young child with severe disabilities. Assisted teachers in creating adaptations for general education classrooms. Butte County Joint District 111, ID. May 1995.

Consultation services for two high school students with autism. Provided recommendations on how to include and support these students in their high school and community. Idaho Falls School District 91, ID. April 1995.

Consultation services focused on including students with disabilities in their general education classrooms. Moscow School District 281, ID. February 1995.

Consultation services for an elementary-aged child with autism in a general education classroom. Soda Springs Joint School District 150, ID. February 1995.

Expert witness in a Due Process Hearing. Pocatello, ID. September 1995.

Consultation services to Joint School District 251, ID, including monthly visits to Roberts Elementary to assist with implementation of educational goals for a student with severe disabilities in a general education classroom. Spring 1994—1996.

Independent evaluation for a student with severe disabilities in Pocatello School District 25, ID. Weekly visits to assist in implementation process. Recommendations include implementation of a behavioral plan and strategies for general education classroom. Serve as a member of the student's child study team. June—December 1994.

Independent evaluation for a student with severe disabilities, assisted with follow-up services at the junior high school. Idaho Falls School District 91, ID. Fall 1994.

Consultation services for a high school. Provided inservice training to teachers and educational assistances regarding challenging behaviors. Pocatello School District 25, ID. Summer 1994.

Consultation services for providing special education services in general education classrooms. Bear Lake County School District 33, ID. December 1993.

Consultation services for including students with disabilities in general education classrooms. Preston Joint School District 201, ID. September 1993.

Professional Development

AACTE – American Association of Colleges for Teacher Education
TECSCU – Teacher Education Council of State Colleges and Universities

Tokai University, College of Education visit – Tokyo, Japan. May 2007.

Renaissance Group Meeting – Kennesaw State University, GA. April 2007.

TECSCU Fall Conference, Charleston, SC. October 2006.

AACTE National Conference, Washington D.C. January 2005.

TECSCU Fall Conference, San Fransico, CA. October 2004.

AACTE National Conference, New Orleans, LA. January 2003.

National Autism Society of America Conference. San Diego, CA. July 2001.

Two day workshop with Anita Archer (educational consultant on modifying curriculum) from Oregon. Pocatello, ID. September 2000.

One day seminar with Tony Atwood (expert on Asperger Syndrome) from Australia. Wanganui, New Zealand. September 1999.

One day seminar with Christopher Gillberg (expert on autism) from Sweden. Auckland, New Zealand. August 1999.

One day seminar with Linda Hodgdon (expert on visual and communication strategies) from Michigan. Pocatello, ID. November 1998.

Workshop training: Picture Exchange Communication System (PECS). Boise, ID. April 1998.

State-of-the-Art Teacher Education Albertson Foundation meeting. Boise, ID. November 1997.

Students in Transition (Freshman Year, Transfer Year, and Senior Year) Conference. Chicago, IL. November 1997.

Workshop on Reauthorization of IDEA (Individuals with Disabilities Education Act). Idaho Falls, ID. October 1997.

April 5, 2011

Dear Dr. Thomas and Board,

Upon receiving the communication asking for a volunteer to represent ISSA on the Professional Standards Commission, I decided to submit my letter of interest.

I believe that my 21 years of experience as a face to face principal, superintendent, online principal and Director of Supervision and Accountability for IDLA gives me a unique perspective and qualifications for this position. As Idaho moves to more online and blended instruction, it may be valuable to have someone with experience in both face 2 face and online administrative experience on the Professional Standards Commission.

I would be happy to serve in this position if selected by ISSA board.

Sincerely,

Laural Nelson

Dr. Laural Nelson
Director of Supervision and Accountability
Idaho Digital Learning
laural.nelson@idla.k12.id.us
208-316-0450

2601 E 1100 S
Hazelton, Idaho 83335

laural.nelson@idahodigitallearning.org

Cell and Home Phone: 208-316-0450
Graduate Degree: Doctor of Education
Educational Administration
Awarding Institution: Idaho State University
August 1998

# Dr. Laural Nelson

Objective

To represent the Idaho Association of School Superintendents on the Idaho Professional Standards Commission

Experience

2005-current IDLA Idaho Digital Learning Academy

**Director of Supervision and Accountabilty**

**Regional Coordinator**

- Strategic planning.
- Developed policy and procedures.
- IDLA is ranked 3rd in the country for online learning policy and practice.
  "Survey conducted by the Center for Digital Education"
- Conducted professional development for online teachers.
- Spoke at conferences and webinars.
- Presented at the VSS Virtual School Symposium held in Austin, Texas, November 2009.
- Conducted State Wide Best Practices Webinars on Implementation Strategies for Student Success In Online Programs.
- Supervised online teachers and helped implement a pay-for-performance model of reimbursement.
- Evaluated and interviewed online teachers.
- Team Player.
- Public Relations Specialist/Liaison - Engage in promoting IDLA to Region IV Schools and statewide.
- Marketing IDLA to Region IV and statewide.
- Implementation - Aiding Districts and Schools as they design a plan for successful implementation of IDLA classes.
- Currently, supervising app. 250 teachers and 18 principals.

1990-2008 July 1,2008 Valley School District,Hazelton, Idaho
**Superintendent of Schools**

- Experience in budget, personnel, curriculum and instruction, facilities, law.
- Experienced leader with a vision for educational excellence.
- Skilled in leading-edge educational practices.
- Understands the dynamics of teaching and learning.
- Possesses integrity and values honesty.
- Effective human relations skills in person to person and in an on-line environment.
- Excels in financial management.
- Understands the use and value of technology and online education.
- Community member and leader.
- **Teacher 1990-1993.**
- **Principal 1993-1998.**
- **Superintendent 1998-2008**.

Summer 2007 Idaho State University Pocatello, Idaho
**Adjunct Professor of Educational Law**

- Was asked to step in for the summer for a staff member that was ill to develop and teach a hybrid Doctorate Educational Law class as well as a Masters level hybrid law class (part online and part face to face).
- Students reported that it was the most practical and interesting class that they had taken.

Spring 2010 University of Phoenix Phoenix, Arizona
**Faculty Member**

- Facilitate online Educational Law and Research classes.

Education

Idaho State University Pocatello, Idaho

- **1998 Doctorate of Education - Educational Administration Honors**
- 1996 Educational Specialist
- 1995 Masters of Education
- 1990 BA in Elementary Education

College of Southern Idaho Twin Falls, Idaho

- 1982 Associate of Arts -

Interests

Spending time with my family, ranching, riding cutting horses, quilting, gardening, taking classes and reading.

## SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Garden Valley School District

## REFERENCE

| | |
|---|---|
| June, 2010 | Board approved request for waiver, with new cap set at 143% for fiscal year 2009. |

## APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

## BACKGROUND/DISCUSSION

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 6, 2011, there were seventeen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian ($423,125) Meadows Valley ($15,716), Plummer-Worley ($35,005), Blaine County ($14,263), Garden Valley ($29,835), Basin ($6,660), Nampa ($188,604), Soda Springs ($18,738), Wendell ($49,043), Valley ($6,279), Moscow ($16,373), Kellogg ($12,849), Wallace ($17,821), Murtaugh ($4,833), McCall-Donnelly ($93,000), Liberty ($1,075), and Blackfoot Community Charter ($3,335).

Of these 17, only three have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Moscow, and Wallace school districts. Of these three districts all have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver was reviewed and met at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Garden Valley School District submitted two school bus routes that met the required criteria. This represents 40.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%. The district is over the 103% funding cap by 21.1%, therefore the request is for an additional 21.1%, for a total funding cap of 124.1%.

**IMPACT**

$29,835 distributed from the public school appropriation.

**ATTACHMENTS**

Attachment 1 – Funding Cap Appeal Application Page 3
Attachment 2 – SDE 103% Funding Cap Model Page 5

**BOARD ACTION**

A motion to approve the request by Garden Valley School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for fiscal year 2010 of 124.1%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

**Division of Student Transportation**

Use Tab Key To Enter Data

**103% Funding Cap Appeal Application for Fiscal Year:** 2010

District Name: Garden Valley Number: 71 Date: February 9, 2011

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:
**(Please check all applicable boxes by using mouse key).**

- ☑ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- ☑ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☑ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 40.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 1, 2011.**

***Include or attach narrative documentation: Garden Valley School District 71 is nestled in the mountains 55 miles north of Boise. The North, South and Middle Forks of the Payette River system divide the District and its transportation routes. Furthermore, the District spans from Banks on the State Highway 55 to 12 miles north of Lowman on State Highway 21. The Bus Garage is located in Crouch approximately 4 miles from the school. Buses leave the garage in the morning and transport students to school and then return to the bus garage. In the afternoon, buses arrive at the school prior to dismissal, transport students home and return to the bus garage. The District operates 5 routes.***

***Route 1 (Banks Route - 27 miles) runs to Banks each morning and afternoon. If allowable due to no students coming or going to Banks, the bus turns around prior to Banks which saves 14 miles of travel.***

***Route 2 (South Fork - 22 miles) approx. 12 miles of this route is dirt road. This route crosses the South Fork of the Payette at Alder Creek and travels on the west side of the river. Again, if there are no students on the bus going to the end***

***Route 3 (Lowman - 87 miles) runs on the east side of the South Fork of the Payette to 12 miles above Lowman. Again, the***

***Route 4 (Terrace Lakes - 14 miles) runs to Terrace Lakes and Castle Mt. this route also includes approximately 6 miles of di***

***Route 5 (Middle Fork - 20 miles) runs up the Middle Fork of the Payette River.***

***The Terrace Lakes and Middle Fork routes used to be one run but due to an increase in student population about 9 years ag***

***The District and the Contractor have examined routes and can find no area for consolidation that would save the District an***

**Superintendent Signature:** *Dr. Mike Tomlin* **Date:** 02/09/11

**Shaded Area Below is for State Department of Education Use Only**

**The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.**

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**Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider**

Fiscal Year 2010 Data - Approved Costs Reimbursed in Fiscal Year 2011 (Seventh Capped Year)

Set percentage cap to apply to statewide average: 103%

Riders per Mile: 1.6

Revised: 05/06/2011 Preliminary

| | Cost Per Mile | Cost Per Rider | |
|---|---|---|---|
| Statewide Averages before cap | $3.48 | $804 | |
| Statewide Averages after cap | $3.58 | $828 | |
| Total Savings From Cap | $941,019 | Capped Reimb. | Actual Reimb. |
| Savings Following Appeals & State Board Action | $941,019 | $72,310,001 | $73,251,020 |

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 | BOISE INDEPENDENT DISTRICT | $0 | 0.0% | $6,761,620 | 2,017,233 | 6,427 | $3.35 | $1,052 | 96% | 131% | FALSE | $4,014,673 | $4,014,673 | $1,817,713 | $0 | | | $5,249,147 |
| 002 | MERIDIAN JOINT DISTRICT | $423,125 | 6.3% | $11,840,109 | 2,967,150 | 13,405 | $3.99 | $883 | 115% | 110% | TRUE | $6,270,353 | $6,693,478 | $3,281,973 | $0 | | | $8,597,093 |
| 003 | KUNA JOINT DISTRICT | $0 | 0.0% | $1,272,105 | 346,234 | 1,661 | $3.67 | $766 | 105% | 95% | FALSE | $758,580 | $758,580 | $351,028 | $0 | | | $998,647 |
| 011 | MEADOWS VALLEY DISTRICT | $15,716 | 28.4% | $93,436 | 18,624 | 45 | $5.02 | $2,076 | 144% | 258% | TRUE | $39,672 | $55,388 | $21,418 | $0 | | | $54,981 |
| 013 | COUNCIL DISTRICT | $0 | 0.0% | $65,700 | 24,262 | 57 | $2.71 | $1,153 | 78% | 143% | FALSE | $42,398 | $42,398 | $15,976 | $0 | | | $52,537 |
| 021 | MARSH VALLEY JOINT DISTRICT | $0 | 0.0% | $415,714 | 148,603 | 673 | $2.80 | $618 | 80% | 77% | FALSE | $270,198 | $270,198 | $89,375 | $0 | | | $323,616 |
| 025 | POCATELLO DISTRICT | $0 | 0.0% | $2,536,985 | 793,791 | 4,140 | $3.20 | $613 | 92% | 76% | FALSE | $1,474,552 | $1,474,552 | $666,192 | $0 | | | $1,926,670 |
| 033 | BEAR LAKE COUNTY DISTRICT | $0 | 0.0% | $464,200 | 165,978 | 458 | $2.80 | $1,014 | 80% | 126% | FALSE | $286,290 | $286,290 | $113,685 | $0 | | | $359,978 |
| 041 | ST MARIES JOINT DISTRICT | $0 | 0.0% | $652,732 | 198,477 | 410 | $3.29 | $1,592 | 95% | 198% | FALSE | $386,455 | $386,455 | $152,074 | $0 | | | $484,676 |
| 044 | PLUMMER-WORLEY JOINT DISTRICT | $35,005 | 18.0% | $317,075 | 72,564 | 173 | $4.37 | $1,833 | 126% | 228% | TRUE | $159,937 | $194,942 | $87,218 | $0 | | | $222,440 |
| 052 | SNAKE RIVER DISTRICT | $0 | 0.0% | $672,798 | 301,538 | 1,078 | $2.23 | $624 | 64% | 78% | FALSE | $402,805 | $402,805 | $174,427 | $0 | | | $519,509 |
| 055 | BLACKFOOT DISTRICT | $0 | 0.0% | $1,541,477 | 427,878 | 1,865 | $3.60 | $827 | 103% | 103% | FALSE | $916,585 | $916,585 | $408,696 | $0 | | | $1,192,753 |
| 058 | ABERDEEN DISTRICT | $0 | 0.0% | $296,167 | 104,169 | 337 | $2.84 | $879 | 82% | 109% | FALSE | $179,257 | $179,257 | $70,384 | $0 | | | $224,677 |
| 059 | FIRTH DISTRICT | $0 | 0.0% | $263,904 | 99,711 | 446 | $2.65 | $592 | 76% | 74% | FALSE | $165,484 | $165,484 | $61,994 | $0 | | | $204,730 |
| 060 | SHELLEY JOINT DISTRICT | $0 | 0.0% | $513,376 | 155,358 | 1,139 | $3.30 | $451 | 95% | 56% | FALSE | $315,915 | $315,915 | $122,193 | $0 | | | $394,297 |
| 061 | BLAINE COUNTY DISTRICT | $14,263 | 1.9% | $1,286,421 | 352,313 | 1,282 | $3.65 | $1,003 | 105% | 125% | TRUE | $748,032 | $762,295 | $317,336 | $0 | | | $958,831 |
| 071 | GARDEN VALLEY DISTRICT | $29,835 | 20.6% | $229,860 | 50,022 | 100 | $4.60 | $2,299 | 132% | 286% | TRUE | $115,118 | $144,953 | $56,339 | $0 | | | $154,311 |
| 072 | BASIN SCHOOL DISTRICT | $6,660 | 4.6% | $242,960 | 64,464 | 188 | $3.77 | $1,292 | 108% | 161% | TRUE | $138,249 | $144,909 | $59,469 | $0 | | | $177,946 |
| 073 | HORSESHOE BEND SCHOOL DISTRICT | $0 | 0.0% | $96,076 | 23,046 | 129 | $4.17 | $745 | 120% | 93% | FALSE | $61,015 | $61,015 | $22,139 | $0 | | | $74,839 |
| 083 | WEST BONNER COUNTY DISTRICT | $0 | 0.0% | $515,182 | 197,922 | 671 | $2.60 | $768 | 75% | 96% | FALSE | $312,051 | $312,051 | $130,949 | $0 | | | $398,700 |
| 084 | LAKE PEND OREILLE DISTRICT | $0 | 0.0% | $1,568,762 | 573,905 | 1,246 | $2.73 | $1,259 | 78% | 157% | FALSE | $950,225 | $950,225 | $370,616 | $0 | | | $1,188,757 |
| 091 | IDAHO FALLS DISTRICT | $0 | 0.0% | $2,390,364 | 586,050 | 3,671 | $4.08 | $651 | 117% | 81% | FALSE | $1,373,625 | $1,373,625 | $672,971 | $0 | | | $1,841,936 |
| 092 | SWAN VALLEY ELEMENTARY DIST | $0 | 0.0% | $86,960 | 33,894 | 55 | $2.57 | $1,581 | 74% | 197% | FALSE | $60,982 | $60,982 | $27,218 | $0 | | | $79,380 |
| 093 | BONNEVILLE JOINT DISTRICT | $0 | 0.0% | $2,347,614 | 623,564 | 4,468 | $3.76 | $525 | 108% | 65% | FALSE | $1,360,200 | $1,360,200 | $613,660 | $0 | | | $1,776,474 |
| 101 | BOUNDARY COUNTY DISTRICT | $0 | 0.0% | $660,240 | 229,804 | 772 | $2.87 | $855 | 82% | 106% | FALSE | $413,148 | $413,148 | $174,036 | $0 | | | $528,466 |
| 111 | BUTTE COUNTY JOINT DISTRICT | $0 | 0.0% | $266,280 | 89,053 | 192 | $2.99 | $1,387 | 86% | 173% | FALSE | $171,005 | $171,005 | $61,591 | $0 | | | $209,336 |
| 121 | CAMAS COUNTY DISTRICT | $0 | 0.0% | $88,531 | 45,947 | 56 | $1.93 | $1,581 | 55% | 197% | FALSE | $56,824 | $56,824 | $19,533 | $0 | | | $68,721 |
| 131 | NAMPA SCHOOL DISTRICT | $188,604 | 5.5% | $5,804,251 | 1,113,163 | 6,599 | $5.21 | $880 | 150% | 109% | TRUE | $3,252,584 | $3,441,188 | $1,304,596 | $0 | | | $4,101,462 |
| 132 | CALDWELL DISTRICT | $1 | 0.0% | $2,590,334 | 412,650 | 3,118 | $6.28 | $831 | 180% | 103% | TRUE | $1,537,199 | $1,537,200 | $661,021 | $0 | | | $1,978,398 |
| 133 | WILDER DISTRICT | $0 | 0.0% | $176,721 | 49,055 | 178 | $3.60 | $993 | 103% | 124% | TRUE | $104,407 | $104,407 | $35,804 | $0 | | | $126,190 |
| 134 | MIDDLETON DISTRICT | $0 | 0.0% | $982,537 | 202,327 | 1,264 | $4.86 | $777 | 140% | 97% | FALSE | $583,016 | $583,016 | $264,752 | $0 | | | $762,991 |
| 135 | NOTUS DISTRICT | $0 | 0.0% | $134,660 | 51,516 | 195 | $2.61 | $691 | 75% | 86% | FALSE | $85,373 | $85,373 | $29,588 | $0 | | | $103,465 |
| 136 | MELBA JOINT DISTRICT | $0 | 0.0% | $268,448 | 87,233 | 320 | $3.08 | $839 | 89% | 104% | FALSE | $168,477 | $168,477 | $68,617 | $0 | | | $213,385 |
| 137 | PARMA DISTRICT | $0 | 0.0% | $500,856 | 171,243 | 474 | $2.92 | $1,057 | 84% | 131% | FALSE | $296,536 | $296,536 | $117,955 | $0 | | | $373,042 |
| 139 | VALLIVUE SCHOOL DISTRICT | $0 | 0.0% | $2,888,712 | 764,789 | 3,752 | $3.78 | $770 | 109% | 96% | FALSE | $1,714,181 | $1,714,181 | $733,296 | $0 | | | $2,202,729 |
| 148 | GRACE JOINT DISTRICT | $0 | 0.0% | $253,142 | 82,868 | 189 | $3.05 | $1,339 | 88% | 167% | FALSE | $164,600 | $164,600 | $40,926 | $0 | | | $184,973 |
| 149 | NORTH GEM DISTRICT | $0 | 0.0% | $116,080 | 38,369 | 99 | $3.03 | $1,173 | 87% | 146% | FALSE | $81,236 | $81,236 | $16,005 | $0 | | | $87,517 |
| 150 | SODA SPRINGS JOINT DISTRICT | $18,738 | 9.2% | $286,614 | 65,445 | 309 | $4.38 | $928 | 126% | 115% | TRUE | $183,918 | $202,656 | $70,204 | $0 | | | $228,710 |
| 151 | CASSIA COUNTY JOINT DISTRICT | $0 | 0.0% | $1,423,308 | 498,565 | 2,101 | $2.85 | $677 | 82% | 84% | FALSE | $876,094 | $876,094 | $350,312 | $0 | | | $1,103,765 |
| 161 | CLARK COUNTY DISTRICT | $0 | 0.0% | $92,970 | 43,040 | 65 | $2.16 | $1,430 | 62% | 178% | FALSE | $57,322 | $57,322 | $25,057 | $0 | | | $74,141 |

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 171 | OROFINO JOINT DISTRICT | $0 | 0.0% | $555,021 | 163,898 | 586 | $3.39 | $947 | 97% | 118% | FALSE | $341,198 | $341,198 | $129,688 | $0 | | | $423,797 |
| 181 | CHALLIS JOINT DISTRICT | $0 | 0.0% | $264,411 | 80,762 | 159 | $3.27 | $1,663 | 94% | 207% | FALSE | $161,140 | $161,140 | $66,592 | $0 | | | $204,959 |
| 182 | MACKAY JOINT DISTRICT | $0 | 0.0% | $176,627 | 62,114 | 83 | $2.84 | $2,128 | 82% | 265% | FALSE | $112,622 | $112,622 | $41,969 | $0 | | | $139,132 |
| 192 | GLENNS FERRY JOINT DISTRICT | $0 | 0.0% | $217,785 | 82,169 | 244 | $2.65 | $893 | 76% | 111% | FALSE | $133,342 | $133,342 | $47,059 | $0 | | | $162,361 |
| 193 | MOUNTAIN HOME DISTRICT | $0 | 0.0% | $1,115,565 | 345,149 | 1,184 | $3.23 | $942 | 93% | 117% | FALSE | $671,614 | $671,614 | $296,071 | $0 | | | $870,917 |
| 201 | PRESTON JOINT DISTRICT | $0 | 0.0% | $543,856 | 143,745 | 1,234 | $3.78 | $441 | 109% | 55% | FALSE | $355,454 | $355,454 | $117,038 | $0 | | | $425,243 |
| 202 | WEST SIDE JOINT DISTRICT | $0 | 0.0% | $181,057 | 67,551 | 349 | $2.68 | $519 | 77% | 65% | FALSE | $117,500 | $117,500 | $36,740 | $0 | | | $138,816 |
| 215 | FREMONT COUNTY JOINT DISTRICT | $0 | 0.0% | $682,584 | 230,274 | 858 | $2.96 | $796 | 85% | 99% | FALSE | $431,511 | $431,511 | $191,642 | $0 | | | $560,836 |
| 221 | EMMETT INDEPENDENT DIST | $0 | 0.0% | $1,140,134 | 316,853 | 1,334 | $3.60 | $855 | 103% | 106% | TRUE | $674,276 | $674,276 | $287,337 | $0 | | | $865,452 |
| 231 | GOODING JOINT DISTRICT | $0 | 0.0% | $324,523 | 78,406 | 506 | $4.14 | $641 | 119% | 80% | FALSE | $192,691 | $192,691 | $84,669 | $0 | | | $249,624 |
| 232 | WENDELL DISTRICT | $49,043 | 21.2% | $388,444 | 85,025 | 365 | $4.57 | $1,064 | 131% | 132% | TRUE | $182,132 | $231,175 | $101,201 | $0 | | | $255,000 |
| 233 | HAGERMAN JOINT DISTRICT | $0 | 0.0% | $84,586 | 33,147 | 90 | $2.55 | $940 | 73% | 117% | FALSE | $53,916 | $53,916 | $23,556 | $0 | | | $69,725 |
| 234 | BLISS JOINT DISTRICT | $0 | 0.0% | $80,436 | 28,287 | 97 | $2.84 | $829 | 82% | 103% | FALSE | $50,427 | $50,427 | $17,032 | $0 | | | $60,713 |
| 242 | COTTONWOOD JOINT DISTRICT | $0 | 0.0% | $165,292 | 61,140 | 211 | $2.70 | $783 | 78% | 97% | FALSE | $107,844 | $107,844 | $34,115 | $0 | | | $127,763 |
| 243 | SALMON RIVER JOINT SCHOOL DIST | $0 | 0.0% | $66,163 | 33,151 | 60 | $2.00 | $1,103 | 57% | 137% | FALSE | $46,757 | $46,757 | $21,253 | $0 | | | $61,209 |
| 244 | MOUNTAIN VIEW SCHOOL DISTRICT | $0 | 0.0% | $598,201 | 192,633 | 413 | $3.11 | $1,448 | 89% | 180% | FALSE | $384,426 | $384,426 | $173,043 | $0 | | | $501,722 |
| 251 | JEFFERSON COUNTY JT DISTRICT | $0 | 0.0% | $1,622,842 | 516,062 | 2,782 | $3.14 | $583 | 90% | 73% | FALSE | $1,026,500 | $1,026,500 | $471,498 | $0 | | | $1,348,198 |
| 252 | RIRIE JOINT DISTRICT | $0 | 0.0% | $220,221 | 53,410 | 343 | $4.12 | $642 | 118% | 80% | FALSE | $142,490 | $142,490 | $50,734 | $0 | | | $173,902 |
| 253 | WEST JEFFERSON DISTRICT | $0 | 0.0% | $394,634 | 171,759 | 367 | $2.30 | $1,075 | 66% | 134% | FALSE | $235,551 | $235,551 | $99,616 | $0 | | | $301,650 |
| 261 | JEROME JOINT DISTRICT | $0 | 0.0% | $829,329 | 308,636 | 1,357 | $2.69 | $611 | 77% | 76% | FALSE | $492,242 | $492,242 | $216,792 | $0 | | | $638,131 |
| 262 | VALLEY DISTRICT | $6,279 | 2.8% | $375,542 | 101,841 | 331 | $3.69 | $1,135 | 106% | 141% | TRUE | $219,122 | $225,401 | $86,676 | $0 | | | $275,218 |
| 271 | COEUR D'ALENE DISTRICT | $0 | 0.0% | $2,099,086 | 610,504 | 2,924 | $3.44 | $718 | 99% | 89% | FALSE | $1,200,244 | $1,200,244 | $597,804 | $0 | | | $1,618,243 |
| 272 | LAKELAND DISTRICT | $0 | 0.0% | $1,331,099 | 555,910 | 1,480 | $2.39 | $899 | 69% | 112% | FALSE | $778,028 | $778,028 | $361,298 | $0 | | | $1,025,393 |
| 273 | POST FALLS DISTRICT | $0 | 0.0% | $1,216,461 | 314,441 | 2,277 | $3.87 | $534 | 111% | 66% | FALSE | $700,891 | $700,891 | $346,560 | $0 | | | $942,706 |
| 274 | KOOTENAI DISTRICT | $0 | 0.0% | $147,430 | 68,896 | 143 | $2.14 | $1,031 | 61% | 128% | FALSE | $92,105 | $92,105 | $39,277 | $0 | | | $118,244 |
| 281 | MOSCOW DISTRICT | $16,373 | 4.6% | $564,746 | 127,864 | 653 | $4.42 | $865 | 127% | 108% | TRUE | $339,440 | $355,813 | $129,166 | $0 | | | $421,745 |
| 282 | GENESEE JOINT DISTRICT | $0 | 0.0% | $165,515 | 56,297 | 98 | $2.94 | $1,689 | 84% | 210% | FALSE | $106,118 | $106,118 | $31,871 | $0 | | | $124,190 |
| 283 | KENDRICK JOINT DISTRICT | $0 | 0.0% | $147,116 | 52,928 | 106 | $2.78 | $1,388 | 80% | 173% | FALSE | $95,307 | $95,307 | $29,652 | $0 | | | $112,463 |
| 285 | POTLATCH DISTRICT | $0 | 0.0% | $261,075 | 77,733 | 220 | $3.36 | $1,187 | 97% | 148% | FALSE | $173,671 | $173,671 | $48,679 | $0 | | | $200,115 |
| 287 | TROY SCHOOL DISTRICT | $0 | 0.0% | $162,578 | 48,238 | 146 | $3.37 | $1,114 | 97% | 139% | FALSE | $104,179 | $104,179 | $34,455 | $0 | | | $124,771 |
| 288 | WHITEPINE JT SCHOOL DISTRICT | $0 | 0.0% | $213,826 | 86,847 | 148 | $2.46 | $1,445 | 71% | 180% | FALSE | $132,146 | $132,146 | $44,969 | $0 | | | $159,404 |
| 291 | SALMON DISTRICT | $0 | 0.0% | $217,331 | 58,585 | 263 | $3.71 | $826 | 107% | 103% | FALSE | $137,233 | $137,233 | $41,551 | $0 | | | $160,906 |
| 292 | SOUTH LEMHI DISTRICT | $0 | 0.0% | $70,834 | 28,552 | 51 | $2.48 | $1,389 | 71% | 173% | FALSE | $50,961 | $50,961 | $21,650 | $0 | | | $65,350 |
| 302 | NEZPERCE JOINT DISTRICT | $0 | 0.0% | $104,825 | 43,971 | 44 | $2.38 | $2,382 | 68% | 296% | FALSE | $68,510 | $68,510 | $22,499 | $0 | | | $81,908 |
| 304 | KAMIAH JOINT DISTRICT | $0 | 0.0% | $137,597 | 41,925 | 196 | $3.28 | $702 | 94% | 87% | FALSE | $84,140 | $84,140 | $34,323 | $0 | | | $106,617 |
| 305 | HIGHLAND JOINT DISTRICT | $0 | 0.0% | $236,187 | 65,904 | 67 | $3.58 | $3,525 | 103% | 438% | FALSE | $140,463 | $140,463 | $57,557 | $0 | | | $178,218 |
| 312 | SHOSHONE JOINT DISTRICT | $0 | 0.0% | $151,030 | 40,030 | 309 | $3.77 | $489 | 108% | 61% | FALSE | $101,056 | $101,056 | $35,119 | $0 | | | $122,556 |
| 314 | DIETRICH DISTRICT | $0 | 0.0% | $33,757 | 20,562 | 78 | $1.64 | $433 | 47% | 54% | FALSE | $19,375 | $19,375 | $18,717 | $0 | | | $34,283 |
| 316 | RICHFIELD DISTRICT | $0 | 0.0% | $63,006 | 23,125 | 91 | $2.72 | $692 | 78% | 86% | FALSE | $41,929 | $41,929 | $12,354 | $0 | | | $48,855 |
| 321 | MADISON DISTRICT | $0 | 0.0% | $1,301,950 | 365,338 | 2,607 | $3.56 | $499 | 102% | 62% | FALSE | $775,073 | $775,073 | $339,206 | $0 | | | $1,002,851 |
| 322 | SUGAR-SALEM JOINT DISTRICT | $0 | 0.0% | $385,977 | 124,953 | 708 | $3.09 | $545 | 89% | 68% | FALSE | $234,240 | $234,240 | $88,277 | $0 | | | $290,265 |
| 331 | MINIDOKA COUNTY JOINT DISTRICT | $0 | 0.0% | $1,310,433 | 578,265 | 1,977 | $2.27 | $663 | 65% | 82% | FALSE | $770,604 | $770,604 | $390,953 | $0 | | | $1,045,401 |
| 340 | LEWISTON INDEPENDENT DISTRICT | $0 | 0.0% | $1,099,606 | 335,136 | 1,559 | $3.28 | $705 | 94% | 88% | FALSE | $646,648 | $646,648 | $336,543 | $0 | | | $884,872 |
| 341 | LAPWAI DISTRICT | $0 | 0.0% | $187,549 | 56,874 | 144 | $3.30 | $1,302 | 95% | 162% | FALSE | $118,285 | $118,285 | $37,974 | $0 | | | $140,633 |
| 342 | CULDESAC JOINT DISTRICT | $0 | 0.0% | $68,625 | 25,604 | 36 | $2.68 | $1,906 | 77% | 237% | FALSE | $41,248 | $41,248 | $20,636 | $0 | | | $55,696 |
| 351 | ONEIDA COUNTY DISTRICT | $0 | 0.0% | $251,362 | 109,321 | 420 | $2.30 | $598 | 66% | 74% | FALSE | $166,043 | $166,043 | $52,046 | $0 | | | $196,280 |
| 363 | MARSING JOINT DISTRICT | $0 | 0.0% | $328,601 | 94,834 | 412 | $3.47 | $798 | 100% | 99% | FALSE | $192,879 | $192,879 | $90,361 | $0 | | | $254,916 |
| 365 | BRUNEAU-GRAND VIEW JOINT DIST | $0 | 0.0% | $232,379 | 124,710 | 216 | $1.86 | $1,076 | 53% | 134% | FALSE | $158,897 | $158,897 | $65,063 | $0 | | | $201,564 |
| 370 | HOMEDALE JOINT DISTRICT | $0 | 0.0% | $412,629 | 126,678 | 638 | $3.26 | $647 | 94% | 80% | FALSE | $254,594 | $254,594 | $91,278 | $0 | | | $311,285 |
| 371 | PAYETTE JOINT DISTRICT | $0 | 0.0% | $336,822 | 90,211 | 808 | $3.73 | $417 | 107% | 52% | FALSE | $209,360 | $209,360 | $87,397 | $333 | | | $267,414 |
| 372 | NEW PLYMOUTH DISTRICT | $0 | 0.0% | $278,448 | 79,935 | 372 | $3.48 | $749 | 100% | 93% | FALSE | $171,369 | $171,369 | $64,463 | $0 | | | $212,249 |
| 373 | FRUITLAND DISTRICT | $0 | 0.0% | $305,236 | 84,598 | 635 | $3.61 | $481 | 104% | 60% | FALSE | $183,118 | $183,118 | $80,095 | $0 | | | $236,892 |
| 381 | AMERICAN FALLS JOINT DISTRICT | $0 | 0.0% | $614,550 | 209,094 | 450 | $2.94 | $1,366 | 84% | 170% | FALSE | $392,747 | $392,747 | $138,324 | $0 | | | $477,964 |
| 382 | ROCKLAND DISTRICT | $0 | 0.0% | $49,017 | 27,556 | 65 | $1.78 | $754 | 51% | 94% | FALSE | $32,265 | $32,265 | $9,610 | $0 | | | $37,688 |
| 383 | ARBON ELEMENTARY DISTRICT | $0 | 0.0% | $55,508 | 22,828 | 17 | $2.43 | $3,265 | 70% | 406% | FALSE | $33,558 | $33,558 | $12,772 | $0 | | | $41,697 |
| 391 | KELLOGG JOINT DISTRICT | $12,849 | 2.8% | $757,486 | 205,007 | 716 | $3.69 | $1,058 | 106% | 132% | TRUE | $446,942 | $459,791 | $169,269 | $0 | | | $554,590 |

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 392 | MULLAN DISTRICT | $0 | 0.0% | $15,180 | 7,370 | 24 | $2.06 | $633 | 59% | 79% | FALSE | $9,602 | $9,602 | $4,703 | $0 | | | $12,875 |
| 393 | WALLACE DISTRICT | $17,821 | 8.0% | $367,233 | 93,899 | 290 | $3.91 | $1,266 | 112% | 157% | TRUE | $204,087 | $221,908 | $75,286 | $0 | | | $251,436 |
| 394 | AVERY SCHOOL DISTRICT | $0 | 0.0% | $123,906 | 35,945 | 21 | $3.45 | $5,900 | 99% | 734% | FALSE | $70,183 | $70,183 | $41,708 | $0 | | | $100,702 |
| 401 | TETON COUNTY DISTRICT | $0 | 0.0% | $609,576 | 210,704 | 694 | $2.89 | $878 | 83% | 109% | FALSE | $377,829 | $377,829 | $149,016 | $0 | | | $474,161 |
| 411 | TWIN FALLS DISTRICT | $0 | 0.0% | $1,305,326 | 319,245 | 1,714 | $4.09 | $762 | 118% | 95% | FALSE | $774,529 | $774,529 | $316,875 | $0 | | | $982,264 |
| 412 | BUHL JOINT DISTRICT | $0 | 0.0% | $309,356 | 99,501 | 363 | $3.11 | $852 | 89% | 106% | FALSE | $182,768 | $182,768 | $77,283 | $0 | | | $234,046 |
| 413 | FILER DISTRICT | $0 | 0.0% | $453,871 | 148,239 | 509 | $3.06 | $892 | 88% | 111% | FALSE | $274,378 | $274,378 | $131,620 | $0 | | | $365,398 |
| 414 | KIMBERLY DISTRICT | $0 | 0.0% | $228,698 | 59,196 | 404 | $3.86 | $566 | 111% | 70% | FALSE | $148,324 | $148,324 | $74,394 | $0 | | | $200,446 |
| 415 | HANSEN DISTRICT | $0 | 0.0% | $73,222 | 48,703 | 154 | $1.50 | $475 | 43% | 59% | FALSE | $45,198 | $45,198 | $20,023 | $0 | | | $58,699 |
| 417 | CASTLEFORD DISTRICT | $0 | 0.0% | $154,336 | 47,588 | 133 | $3.24 | $1,160 | 93% | 144% | FALSE | $109,674 | $109,674 | $39,885 | $0 | | | $134,603 |
| 418 | MURTAUGH JOINT DISTRICT | $4,833 | 5.3% | $137,351 | 36,274 | 148 | $3.79 | $928 | 109% | 115% | TRUE | $87,161 | $91,994 | $29,889 | $0 | | | $105,345 |
| 421 | MC CALL-DONNELLY DISTRICT | $93,000 | 23.5% | $664,192 | 141,397 | 370 | $4.70 | $1,795 | 135% | 223% | TRUE | $301,948 | $394,948 | $158,290 | $0 | | | $414,214 |
| 422 | CASCADE DISTRICT | $0 | 0.0% | $67,620 | 28,691 | 71 | $2.36 | $952 | 68% | 118% | FALSE | $47,534 | $47,534 | $16,575 | $0 | | | $57,698 |
| 431 | WEISER DISTRICT | $0 | 0.0% | $331,090 | 100,776 | 614 | $3.29 | $539 | 95% | 67% | FALSE | $201,298 | $201,298 | $86,074 | $0 | | | $258,635 |
| 432 | CAMBRIDGE JOINT DISTRICT | $0 | 0.0% | $65,382 | 28,639 | 48 | $2.28 | $1,362 | 66% | 169% | FALSE | $45,044 | $45,044 | $12,837 | $0 | | | $52,093 |
| 433 | MIDVALE DISTRICT | $0 | 0.0% | $77,757 | 33,457 | 49 | $2.32 | $1,587 | 67% | 197% | FALSE | $47,874 | $47,874 | $17,609 | $0 | | | $58,935 |
| 451 | VICTORY CHARTER SCHOOL | $0 | 0.0% | $104,275 | 28,122 | 230 | $3.71 | $453 | 107% | 56% | FALSE | $61,876 | $61,876 | $26,019 | $0 | $89,129 | $53,500 | $47,039 |
| 455 | COMPASS CHARTER SCHOOL | $0 | 0.0% | $155,408 | 42,086 | 214 | $3.69 | $726 | 106% | 90% | FALSE | $92,636 | $92,636 | $45,653 | $0 | $132,142 | $79,500 | $77,082 |
| 456 | FALCON RIDGE CHARTER SCHOOL | $0 | 0.0% | $144,807 | 38,873 | 184 | $3.73 | $787 | 107% | 98% | FALSE | $85,925 | $85,925 | $40,357 | $0 | $118,743 | $72,006 | $71,591 |
| 458 | LIBERTY CHARTER | $1,075 | 1.0% | $189,600 | 52,228 | 195 | $3.63 | $972 | 104% | 121% | TRUE | $111,405 | $112,480 | $45,734 | $0 | | | $141,425 |
| 459 | GARDEN CITY COMMUNITY CHARTER | $0 | 0.0% | $45,942 | 19,894 | 51 | $2.31 | $901 | 66% | 112% | FALSE | $27,268 | $27,268 | $12,350 | $0 | $43,654 | $25,679 | $19,479 |
| 461 | TAYLORS CROSSING CHARTER SCHOO | $0 | 0.0% | $165,418 | 37,443 | 203 | $4.42 | $815 | 127% | 101% | FALSE | $98,127 | $98,127 | $48,173 | $0 | $116,103 | $77,715 | $97,121 |
| 462 | XAVIER CHARTER SCHOOL | $0 | 0.0% | $173,546 | 58,237 | 259 | $2.98 | $670 | 86% | 83% | FALSE | $102,701 | $102,701 | $27,566 | $0 | $149,689 | $70,698 | $46,148 |
| 463 | VISION CHARTER SCHOOL | $0 | 0.0% | $145,179 | 41,920 | 129 | $3.46 | $1,125 | 99% | 140% | FALSE | $86,160 | $86,160 | $55,900 | $0 | $118,423 | $73,125 | $87,086 |
| 464 | WHITE PINE CHARTER SCHOOL | $0 | 0.0% | $82,951 | 20,161 | 158 | $4.11 | $525 | 118% | 65% | FALSE | $49,201 | $49,201 | $20,753 | $0 | | | $62,959 |
| 465 | NORTH VALLEY ACADEMY | $0 | 0.0% | $81,150 | 33,715 | 124 | $2.41 | $654 | 69% | 81% | FALSE | $47,943 | $47,943 | $21,035 | $0 | $48,958 | $40,605 | $54,563 |
| 467 | Wings Charter Middle School | $0 | 0.0% | $33,025 | 10,722 | 28 | $3.08 | $1,179 | 89% | 147% | FALSE | $19,511 | $19,511 | $8,560 | $0 | $28,071 | $39,160 | $35,244 |
| 468 | Idaho Science & Technology Charter | $0 | 0.0% | $60,161 | 33,041 | 73 | $1.82 | $824 | 52% | 102% | FALSE | $35,486 | $35,486 | $15,651 | $0 | $53,737 | $24,480 | $19,692 |
| 477 | Blackfoot Charter Community Learning Center | $3,335 | 9.7% | $58,490 | 12,285 | 64 | $4.76 | $914 | 137% | 114% | TRUE | $31,221 | $34,556 | $18,003 | $0 | | | $44,302 |
| 559 | THOMAS JEFFERSON CHARTER | $0 | 0.0% | $203,292 | 68,339 | 236 | $2.97 | $861 | 85% | 107% | FALSE | $120,105 | $120,105 | $51,127 | $0 | $172,456 | $101,000 | $89,798 |
| 749 | UPPER CARMEN PUBLIC CHARTER | $0 | 0.0% | $23,264 | 4,547 | 54 | $5.12 | $431 | 147% | 54% | FALSE | $14,892 | $14,892 | $6,281 | $0 | | | $19,056 |
| 783 | North Star Charter School | $0 | 0.0% | $296,299 | 103,418 | 460 | $2.87 | $644 | 82% | 80% | FALSE | $175,053 | $175,053 | $96,537 | $0 | $251,761 | $151,000 | $153,746 |
| 795 | IDAHO ARTS CHARTER SCHOOL | $0 | 0.0% | $254,604 | 68,285 | 306 | $3.73 | $832 | 107% | 103% | TRUE | $151,018 | $151,018 | $64,531 | $0 | $204,179 | $120,105 | $118,328 |
| Totals | | $936,555 | 1.8% | $85,533,718 | 24,544,023 | 106,408 | | | | | | $50,112,951 | $51,049,506 | $22,110,722 | $333 | $1,527,045 | $928,573 | $64,463,014 |

Districts not part of FY10 state totals, but subject to Funding Cap (In-Lieu Only and Virtual)

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 191 | PRAIRIE ELEMENTARY DISTRICT | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $571 | $571 | $392 | $0 | | | $867 |
| 364 | PLEASANT VALLEY ELEM DIST | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $2,385 | $2,385 | $2,203 | $0 | | | $4,129 |
| 416 | THREE CREEK JT ELEM DISTRICT | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $5,598 | $5,598 | $2,994 | $0 | | | $7,733 |
| 452 | IDAHO VIRTUAL ACADEMY | $0 | 0.0% | $1,322,252 | 0 | 3,098 | $0.00 | $427 | 0% | 53% | FALSE | $1,128,157 | $1,128,157 | $0 | $0 | | | $1,015,341 |
| 457 | INSPIRE VIRTUAL CHARTER | $0 | 0.0% | $308,847 | 0 | 438 | $0.00 | $705 | 0% | 88% | FALSE | $262,520 | $262,520 | $0 | $0 | $264,350 | $180,250 | $160,578 |
| 466 | iSUCCEED VIRTUAL HIGH SCHOOL | $4,464 | 1.0% | $547,033 | 0 | 654 | $0.00 | $836 | 0% | 104% | TRUE | $460,514 | $464,978 | $0 | $0 | $436,382 | $176,232 | $180,328 |
| 474 | Monticello Montessori School | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $0 | $0 | $0 | $0 | | $45,402 | $40,862 |
| 791 | Owl Charter Academy | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $0 | $0 | $0 | $0 | | $59,000 | $53,100 |
| Totals | | $4,464 | 0.2% | $2,178,132 | 0 | 4,190 | | | | | | $1,859,745 | $1,864,209 | $5,589 | $0 | $700,732 | $460,884 | $1,462,937 |

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## SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Moscow School District

## REFERENCE

| | |
|---|---|
| June, 2010 | Board approved request for waiver, with new cap set at 116% for fiscal year 2009. |

## APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

## BACKGROUND/DISCUSSION

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 6, 2011, there were seventeen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian ($423,125) Meadows Valley ($15,716), Plummer-Worley ($35,005), Blaine County ($14,263), Garden Valley ($29,835), Basin ($6,660), Nampa ($188,604), Soda Springs ($18,738), Wendell ($49,043), Valley ($6,279), Moscow ($16,373), Kellogg ($12,849), Wallace ($17,821), Murtaugh ($4,833), McCall-Donnelly ($93,000), Liberty ($1,075), and Blackfoot Community Charter ($3,335).

Of these 17, only three have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Moscow, and Wallace school districts. Of these three districts all have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver was reviewed and met at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Moscow School District submitted two school bus routes that met the required criteria. This represents 13.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 116%. The district is over the 103% funding cap by 3.7%, therefore the request is for an additional 3.7%, for a total funding cap of 106.7%.

**IMPACT**

$16,373 distributed from the public school appropriation.

**ATTACHMENTS**

Attachment 1 – Funding Cap Appeal Application Page 3
Attachment 2 – SDE 103% Funding Cap Model Page 5

**BOARD ACTION**

A motion to approve the request by the Moscow School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for fiscal year 2010 of 106.7%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

**Division of Student Transportation**

Use Tab Key To Enter Data

**103% Funding Cap Appeal Application for Fiscal Year:** 2010

District Name: Moscow School District Number: #281 Date: January 19, 2011

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:
**(Please check all applicable boxes by using mouse key).**

- [x] Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- [ ] Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- [x] Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 13.30 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 1, 2011.**

***Moscow School District's route 101 meets the requirements for the funding cap appeal as checked above. This route averages 37 students per 86 mile daily run, which equals .43 students per mile. This is below the state requirement of less than .80 student riders per mile. Route 101 has 28 miles of road with a 5% or greater slope which equals 33% of the route. This is greater than the state minimum of 10% of the miles driven on the hardship route. We have 15 bus routes, therefore this route represents 6.6% of our routes.***
***Moscow School District's route 102 also meets the requirements for the funding cap appeal as checked above. This route averages 55 students per 74 mile daily run, which equals .74 students per mile. This is below the state requirement of less than .80 student riders per mile. Route 102 has 11 miles of road with a 5% or greater slope which equals 15% of the route. This is greater than the state minimum of 10% of the miles driven on the hardship route. This route represents 6.6% of our routes.***

**Superintendent Signature:** _____ **Date:** 01/19/11

**Shaded Area Below is for State Department of Education Use Only**

**The State Board of Education approved [ ] disapproved [ ] the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.**

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**Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider**

Fiscal Year 2010 Data - Approved Costs Reimbursed in Fiscal Year 2011 (Seventh Capped Year)

Set percentage cap to apply to statewide average: 103%

Riders per Mile: 1.6

Revised: 05/06/2011 Preliminary

| | Cost Per Mile | Cost Per Rider | |
|---|---|---|---|
| Statewide Averages before cap | $3.48 | $804 | |
| Statewide Averages after cap | $3.58 | $828 | |
| Total Savings From Cap | $941,019 | Capped Reimb. | Actual Reimb. |
| Savings Following Appeals & State Board Action | $941,019 | $72,310,001 | $73,251,020 |

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 | BOISE INDEPENDENT DISTRICT | $0 | 0.0% | $6,761,620 | 2,017,233 | 6,427 | $3.35 | $1,052 | 96% | 131% | FALSE | $4,014,673 | $4,014,673 | $1,817,713 | $0 | | | $5,249,147 |
| 002 | MERIDIAN JOINT DISTRICT | $423,125 | 6.3% | $11,840,109 | 2,967,150 | 13,405 | $3.99 | $883 | 115% | 110% | TRUE | $6,270,353 | $6,693,478 | $3,281,973 | $0 | | | $8,597,093 |
| 003 | KUNA JOINT DISTRICT | $0 | 0.0% | $1,272,105 | 346,234 | 1,661 | $3.67 | $766 | 105% | 95% | FALSE | $758,580 | $758,580 | $351,028 | $0 | | | $998,647 |
| 011 | MEADOWS VALLEY DISTRICT | $15,716 | 28.4% | $93,436 | 18,624 | 45 | $5.02 | $2,076 | 144% | 258% | TRUE | $39,672 | $55,388 | $21,418 | $0 | | | $54,981 |
| 013 | COUNCIL DISTRICT | $0 | 0.0% | $65,700 | 24,262 | 57 | $2.71 | $1,153 | 78% | 143% | FALSE | $42,398 | $42,398 | $15,976 | $0 | | | $52,537 |
| 021 | MARSH VALLEY JOINT DISTRICT | $0 | 0.0% | $415,714 | 148,603 | 673 | $2.80 | $618 | 80% | 77% | FALSE | $270,198 | $270,198 | $89,375 | $0 | | | $323,616 |
| 025 | POCATELLO DISTRICT | $0 | 0.0% | $2,536,985 | 793,791 | 4,140 | $3.20 | $613 | 92% | 76% | FALSE | $1,474,552 | $1,474,552 | $666,192 | $0 | | | $1,926,670 |
| 033 | BEAR LAKE COUNTY DISTRICT | $0 | 0.0% | $464,200 | 165,978 | 458 | $2.80 | $1,014 | 80% | 126% | FALSE | $286,290 | $286,290 | $113,685 | $0 | | | $359,978 |
| 041 | ST MARIES JOINT DISTRICT | $0 | 0.0% | $652,732 | 198,477 | 410 | $3.29 | $1,592 | 95% | 198% | FALSE | $386,455 | $386,455 | $152,074 | $0 | | | $484,676 |
| 044 | PLUMMER-WORLEY JOINT DISTRICT | $35,005 | 18.0% | $317,075 | 72,564 | 173 | $4.37 | $1,833 | 126% | 228% | TRUE | $159,937 | $194,942 | $87,218 | $0 | | | $222,440 |
| 052 | SNAKE RIVER DISTRICT | $0 | 0.0% | $672,798 | 301,538 | 1,078 | $2.23 | $624 | 64% | 78% | FALSE | $402,805 | $402,805 | $174,427 | $0 | | | $519,509 |
| 055 | BLACKFOOT DISTRICT | $0 | 0.0% | $1,541,477 | 427,878 | 1,865 | $3.60 | $827 | 103% | 103% | FALSE | $916,585 | $916,585 | $408,696 | $0 | | | $1,192,753 |
| 058 | ABERDEEN DISTRICT | $0 | 0.0% | $296,167 | 104,169 | 337 | $2.84 | $879 | 82% | 109% | FALSE | $179,257 | $179,257 | $70,384 | $0 | | | $224,677 |
| 059 | FIRTH DISTRICT | $0 | 0.0% | $263,904 | 99,711 | 446 | $2.65 | $592 | 76% | 74% | FALSE | $165,484 | $165,484 | $61,994 | $0 | | | $204,730 |
| 060 | SHELLEY JOINT DISTRICT | $0 | 0.0% | $513,376 | 155,358 | 1,139 | $3.30 | $451 | 95% | 56% | FALSE | $315,915 | $315,915 | $122,193 | $0 | | | $394,297 |
| 061 | BLAINE COUNTY DISTRICT | $14,263 | 1.9% | $1,286,421 | 352,313 | 1,282 | $3.65 | $1,003 | 105% | 125% | TRUE | $748,032 | $762,295 | $317,336 | $0 | | | $958,831 |
| 071 | GARDEN VALLEY DISTRICT | $29,835 | 20.6% | $229,860 | 50,022 | 100 | $4.60 | $2,299 | 132% | 286% | TRUE | $115,118 | $144,953 | $56,339 | $0 | | | $154,311 |
| 072 | BASIN SCHOOL DISTRICT | $6,660 | 4.6% | $242,960 | 64,464 | 188 | $3.77 | $1,292 | 108% | 161% | TRUE | $138,249 | $144,909 | $59,469 | $0 | | | $177,946 |
| 073 | HORSESHOE BEND SCHOOL DISTRICT | $0 | 0.0% | $96,076 | 23,046 | 129 | $4.17 | $745 | 120% | 93% | FALSE | $61,015 | $61,015 | $22,139 | $0 | | | $74,839 |
| 083 | WEST BONNER COUNTY DISTRICT | $0 | 0.0% | $515,182 | 197,922 | 671 | $2.60 | $768 | 75% | 96% | FALSE | $312,051 | $312,051 | $130,949 | $0 | | | $398,700 |
| 084 | LAKE PEND OREILLE DISTRICT | $0 | 0.0% | $1,568,762 | 573,905 | 1,246 | $2.73 | $1,259 | 78% | 157% | FALSE | $950,225 | $950,225 | $370,616 | $0 | | | $1,188,757 |
| 091 | IDAHO FALLS DISTRICT | $0 | 0.0% | $2,390,364 | 586,050 | 3,671 | $4.08 | $651 | 117% | 81% | FALSE | $1,373,625 | $1,373,625 | $672,971 | $0 | | | $1,841,936 |
| 092 | SWAN VALLEY ELEMENTARY DIST | $0 | 0.0% | $86,960 | 33,894 | 55 | $2.57 | $1,581 | 74% | 197% | FALSE | $60,982 | $60,982 | $27,218 | $0 | | | $79,380 |
| 093 | BONNEVILLE JOINT DISTRICT | $0 | 0.0% | $2,347,614 | 623,564 | 4,468 | $3.76 | $525 | 108% | 65% | FALSE | $1,360,200 | $1,360,200 | $613,660 | $0 | | | $1,776,474 |
| 101 | BOUNDARY COUNTY DISTRICT | $0 | 0.0% | $660,240 | 229,804 | 772 | $2.87 | $855 | 82% | 106% | FALSE | $413,148 | $413,148 | $174,036 | $0 | | | $528,466 |
| 111 | BUTTE COUNTY JOINT DISTRICT | $0 | 0.0% | $266,280 | 89,053 | 192 | $2.99 | $1,387 | 86% | 173% | FALSE | $171,005 | $171,005 | $61,591 | $0 | | | $209,336 |
| 121 | CAMAS COUNTY DISTRICT | $0 | 0.0% | $88,531 | 45,947 | 56 | $1.93 | $1,581 | 55% | 197% | FALSE | $56,824 | $56,824 | $19,533 | $0 | | | $68,721 |
| 131 | NAMPA SCHOOL DISTRICT | $188,604 | 5.5% | $5,804,251 | 1,113,163 | 6,599 | $5.21 | $880 | 150% | 109% | TRUE | $3,252,584 | $3,441,188 | $1,304,596 | $0 | | | $4,101,462 |
| 132 | CALDWELL DISTRICT | $1 | 0.0% | $2,590,334 | 412,650 | 3,118 | $6.28 | $831 | 180% | 103% | TRUE | $1,537,199 | $1,537,200 | $661,021 | $0 | | | $1,978,398 |
| 133 | WILDER DISTRICT | $0 | 0.0% | $176,721 | 49,055 | 178 | $3.60 | $993 | 103% | 124% | TRUE | $104,407 | $104,407 | $35,804 | $0 | | | $126,190 |
| 134 | MIDDLETON DISTRICT | $0 | 0.0% | $982,537 | 202,327 | 1,264 | $4.86 | $777 | 140% | 97% | FALSE | $583,016 | $583,016 | $264,752 | $0 | | | $762,991 |
| 135 | NOTUS DISTRICT | $0 | 0.0% | $134,660 | 51,516 | 195 | $2.61 | $691 | 75% | 86% | FALSE | $85,373 | $85,373 | $29,588 | $0 | | | $103,465 |
| 136 | MELBA JOINT DISTRICT | $0 | 0.0% | $268,448 | 87,233 | 320 | $3.08 | $839 | 89% | 104% | FALSE | $168,477 | $168,477 | $68,617 | $0 | | | $213,385 |
| 137 | PARMA DISTRICT | $0 | 0.0% | $500,856 | 171,243 | 474 | $2.92 | $1,057 | 84% | 131% | FALSE | $296,536 | $296,536 | $117,955 | $0 | | | $373,042 |
| 139 | VALLIVUE SCHOOL DISTRICT | $0 | 0.0% | $2,888,712 | 764,789 | 3,752 | $3.78 | $770 | 109% | 96% | FALSE | $1,714,181 | $1,714,181 | $733,296 | $0 | | | $2,202,729 |
| 148 | GRACE JOINT DISTRICT | $0 | 0.0% | $253,142 | 82,868 | 189 | $3.05 | $1,339 | 88% | 167% | FALSE | $164,600 | $164,600 | $40,926 | $0 | | | $184,973 |
| 149 | NORTH GEM DISTRICT | $0 | 0.0% | $116,080 | 38,369 | 99 | $3.03 | $1,173 | 87% | 146% | FALSE | $81,236 | $81,236 | $16,005 | $0 | | | $87,517 |
| 150 | SODA SPRINGS JOINT DISTRICT | $18,738 | 9.2% | $286,614 | 65,445 | 309 | $4.38 | $928 | 126% | 115% | TRUE | $183,918 | $202,656 | $70,204 | $0 | | | $228,710 |
| 151 | CASSIA COUNTY JOINT DISTRICT | $0 | 0.0% | $1,423,308 | 498,565 | 2,101 | $2.85 | $677 | 82% | 84% | FALSE | $876,094 | $876,094 | $350,312 | $0 | | | $1,103,765 |
| 161 | CLARK COUNTY DISTRICT | $0 | 0.0% | $92,970 | 43,040 | 65 | $2.16 | $1,430 | 62% | 178% | FALSE | $57,322 | $57,322 | $25,057 | $0 | | | $74,141 |

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 171 | OROFINO JOINT DISTRICT | $0 | 0.0% | $555,021 | 163,898 | 586 | $3.39 | $947 | 97% | 118% | FALSE | $341,198 | $341,198 | $129,688 | $0 | | | $423,797 |
| 181 | CHALLIS JOINT DISTRICT | $0 | 0.0% | $264,411 | 80,762 | 159 | $3.27 | $1,663 | 94% | 207% | FALSE | $161,140 | $161,140 | $66,592 | $0 | | | $204,959 |
| 182 | MACKAY JOINT DISTRICT | $0 | 0.0% | $176,627 | 62,114 | 83 | $2.84 | $2,128 | 82% | 265% | FALSE | $112,622 | $112,622 | $41,969 | $0 | | | $139,132 |
| 192 | GLENNS FERRY JOINT DISTRICT | $0 | 0.0% | $217,785 | 82,169 | 244 | $2.65 | $893 | 76% | 111% | FALSE | $133,342 | $133,342 | $47,059 | $0 | | | $162,361 |
| 193 | MOUNTAIN HOME DISTRICT | $0 | 0.0% | $1,115,565 | 345,149 | 1,184 | $3.23 | $942 | 93% | 117% | FALSE | $671,614 | $671,614 | $296,071 | $0 | | | $870,917 |
| 201 | PRESTON JOINT DISTRICT | $0 | 0.0% | $543,856 | 143,745 | 1,234 | $3.78 | $441 | 109% | 55% | FALSE | $355,454 | $355,454 | $117,038 | $0 | | | $425,243 |
| 202 | WEST SIDE JOINT DISTRICT | $0 | 0.0% | $181,057 | 67,551 | 349 | $2.68 | $519 | 77% | 65% | FALSE | $117,500 | $117,500 | $36,740 | $0 | | | $138,816 |
| 215 | FREMONT COUNTY JOINT DISTRICT | $0 | 0.0% | $682,584 | 230,274 | 858 | $2.96 | $796 | 85% | 99% | FALSE | $431,511 | $431,511 | $191,642 | $0 | | | $560,838 |
| 221 | EMMETT INDEPENDENT DIST | $0 | 0.0% | $1,140,134 | 316,853 | 1,334 | $3.60 | $855 | 103% | 106% | TRUE | $674,276 | $674,276 | $287,337 | $0 | | | $865,452 |
| 231 | GOODING JOINT DISTRICT | $0 | 0.0% | $324,523 | 78,406 | 506 | $4.14 | $641 | 119% | 80% | FALSE | $192,691 | $192,691 | $84,669 | $0 | | | $249,624 |
| 232 | WENDELL DISTRICT | $49,043 | 21.2% | $388,444 | 85,025 | 365 | $4.57 | $1,064 | 131% | 132% | TRUE | $182,132 | $231,175 | $101,201 | $0 | | | $255,000 |
| 233 | HAGERMAN JOINT DISTRICT | $0 | 0.0% | $84,586 | 33,147 | 90 | $2.55 | $940 | 73% | 117% | FALSE | $53,916 | $53,916 | $23,556 | $0 | | | $69,725 |
| 234 | BLISS JOINT DISTRICT | $0 | 0.0% | $80,436 | 28,287 | 97 | $2.84 | $829 | 82% | 103% | FALSE | $50,427 | $50,427 | $17,032 | $0 | | | $60,713 |
| 242 | COTTONWOOD JOINT DISTRICT | $0 | 0.0% | $165,292 | 61,140 | 211 | $2.70 | $783 | 78% | 97% | FALSE | $107,844 | $107,844 | $34,115 | $0 | | | $127,763 |
| 243 | SALMON RIVER JOINT SCHOOL DIST | $0 | 0.0% | $66,163 | 33,151 | 60 | $2.00 | $1,103 | 57% | 137% | FALSE | $46,757 | $46,757 | $21,253 | $0 | | | $61,209 |
| 244 | MOUNTAIN VIEW SCHOOL DISTRICT | $0 | 0.0% | $598,201 | 192,633 | 413 | $3.11 | $1,448 | 89% | 180% | FALSE | $384,426 | $384,426 | $173,043 | $0 | | | $501,722 |
| 251 | JEFFERSON COUNTY JT DISTRICT | $0 | 0.0% | $1,622,842 | 516,062 | 2,782 | $3.14 | $583 | 90% | 73% | FALSE | $1,026,500 | $1,026,500 | $471,498 | $0 | | | $1,348,198 |
| 252 | RIRIE JOINT DISTRICT | $0 | 0.0% | $220,221 | 53,410 | 343 | $4.12 | $642 | 118% | 80% | FALSE | $142,490 | $142,490 | $50,734 | $0 | | | $173,902 |
| 253 | WEST JEFFERSON DISTRICT | $0 | 0.0% | $394,634 | 171,759 | 367 | $2.30 | $1,075 | 66% | 134% | FALSE | $235,551 | $235,551 | $99,616 | $0 | | | $301,650 |
| 261 | JEROME JOINT DISTRICT | $0 | 0.0% | $829,329 | 308,636 | 1,357 | $2.69 | $611 | 77% | 76% | FALSE | $492,242 | $492,242 | $216,792 | $0 | | | $638,131 |
| 262 | VALLEY DISTRICT | $6,279 | 2.8% | $375,542 | 101,841 | 331 | $3.69 | $1,135 | 106% | 141% | TRUE | $219,122 | $225,401 | $86,676 | $0 | | | $275,218 |
| 271 | COEUR D'ALENE DISTRICT | $0 | 0.0% | $2,099,086 | 610,504 | 2,924 | $3.44 | $718 | 99% | 89% | FALSE | $1,200,244 | $1,200,244 | $597,804 | $0 | | | $1,618,243 |
| 272 | LAKELAND DISTRICT | $0 | 0.0% | $1,331,099 | 555,910 | 1,480 | $2.39 | $899 | 69% | 112% | FALSE | $778,028 | $778,028 | $361,298 | $0 | | | $1,025,393 |
| 273 | POST FALLS DISTRICT | $0 | 0.0% | $1,216,461 | 314,441 | 2,277 | $3.87 | $534 | 111% | 66% | FALSE | $700,891 | $700,891 | $346,560 | $0 | | | $942,706 |
| 274 | KOOTENAI DISTRICT | $0 | 0.0% | $147,430 | 68,896 | 143 | $2.14 | $1,031 | 61% | 128% | FALSE | $92,105 | $92,105 | $39,277 | $0 | | | $118,244 |
| 281 | MOSCOW DISTRICT | $16,373 | 4.6% | $564,746 | 127,864 | 653 | $4.42 | $865 | 127% | 108% | TRUE | $339,440 | $355,813 | $129,166 | $0 | | | $421,745 |
| 282 | GENESEE JOINT DISTRICT | $0 | 0.0% | $165,515 | 56,297 | 98 | $2.94 | $1,689 | 84% | 210% | FALSE | $106,118 | $106,118 | $31,871 | $0 | | | $124,190 |
| 283 | KENDRICK JOINT DISTRICT | $0 | 0.0% | $147,116 | 52,928 | 106 | $2.78 | $1,388 | 80% | 173% | FALSE | $95,307 | $95,307 | $29,652 | $0 | | | $112,463 |
| 285 | POTLATCH DISTRICT | $0 | 0.0% | $261,075 | 77,733 | 220 | $3.36 | $1,187 | 97% | 148% | FALSE | $173,671 | $173,671 | $48,679 | $0 | | | $200,115 |
| 287 | TROY SCHOOL DISTRICT | $0 | 0.0% | $162,578 | 48,238 | 146 | $3.37 | $1,114 | 97% | 139% | FALSE | $104,179 | $104,179 | $34,455 | $0 | | | $124,771 |
| 288 | WHITEPINE JT SCHOOL DISTRICT | $0 | 0.0% | $213,826 | 86,847 | 148 | $2.46 | $1,445 | 71% | 180% | FALSE | $132,146 | $132,146 | $44,969 | $0 | | | $159,404 |
| 291 | SALMON DISTRICT | $0 | 0.0% | $217,331 | 58,585 | 263 | $3.71 | $826 | 107% | 103% | FALSE | $137,233 | $137,233 | $41,551 | $0 | | | $160,906 |
| 292 | SOUTH LEMHI DISTRICT | $0 | 0.0% | $70,834 | 28,552 | 51 | $2.48 | $1,389 | 71% | 173% | FALSE | $50,961 | $50,961 | $21,650 | $0 | | | $65,350 |
| 302 | NEZPERCE JOINT DISTRICT | $0 | 0.0% | $104,825 | 43,971 | 44 | $2.38 | $2,382 | 68% | 296% | FALSE | $68,510 | $68,510 | $22,499 | $0 | | | $81,908 |
| 304 | KAMIAH JOINT DISTRICT | $0 | 0.0% | $137,597 | 41,925 | 196 | $3.28 | $702 | 94% | 87% | FALSE | $84,140 | $84,140 | $34,323 | $0 | | | $106,617 |
| 305 | HIGHLAND JOINT DISTRICT | $0 | 0.0% | $236,187 | 65,904 | 67 | $3.58 | $3,525 | 103% | 438% | FALSE | $140,463 | $140,463 | $57,557 | $0 | | | $178,218 |
| 312 | SHOSHONE JOINT DISTRICT | $0 | 0.0% | $151,030 | 40,030 | 309 | $3.77 | $489 | 108% | 61% | FALSE | $101,056 | $101,056 | $35,119 | $0 | | | $122,556 |
| 314 | DIETRICH DISTRICT | $0 | 0.0% | $33,757 | 20,562 | 78 | $1.64 | $433 | 47% | 54% | FALSE | $19,375 | $19,375 | $18,717 | $0 | | | $34,283 |
| 316 | RICHFIELD DISTRICT | $0 | 0.0% | $63,006 | 23,125 | 91 | $2.72 | $692 | 78% | 86% | FALSE | $41,929 | $41,929 | $12,354 | $0 | | | $48,855 |
| 321 | MADISON DISTRICT | $0 | 0.0% | $1,301,950 | 365,338 | 2,607 | $3.56 | $499 | 102% | 62% | FALSE | $775,073 | $775,073 | $339,206 | $0 | | | $1,002,851 |
| 322 | SUGAR-SALEM JOINT DISTRICT | $0 | 0.0% | $385,977 | 124,953 | 708 | $3.09 | $545 | 89% | 68% | FALSE | $234,240 | $234,240 | $88,277 | $0 | | | $290,265 |
| 331 | MINIDOKA COUNTY JOINT DISTRICT | $0 | 0.0% | $1,310,433 | 578,265 | 1,977 | $2.27 | $663 | 65% | 82% | FALSE | $770,604 | $770,604 | $390,953 | $0 | | | $1,045,401 |
| 340 | LEWISTON INDEPENDENT DISTRICT | $0 | 0.0% | $1,099,606 | 335,136 | 1,559 | $3.28 | $705 | 94% | 88% | FALSE | $646,648 | $646,648 | $336,543 | $0 | | | $884,872 |
| 341 | LAPWAI DISTRICT | $0 | 0.0% | $187,549 | 56,874 | 144 | $3.30 | $1,302 | 95% | 162% | FALSE | $118,285 | $118,285 | $37,974 | $0 | | | $140,633 |
| 342 | CULDESAC JOINT DISTRICT | $0 | 0.0% | $68,625 | 25,604 | 36 | $2.68 | $1,906 | 77% | 237% | FALSE | $41,248 | $41,248 | $20,636 | $0 | | | $55,696 |
| 351 | ONEIDA COUNTY DISTRICT | $0 | 0.0% | $251,362 | 109,321 | 420 | $2.30 | $598 | 66% | 74% | FALSE | $166,043 | $166,043 | $52,046 | $0 | | | $196,280 |
| 363 | MARSING JOINT DISTRICT | $0 | 0.0% | $328,601 | 94,834 | 412 | $3.47 | $798 | 100% | 99% | FALSE | $192,879 | $192,879 | $90,361 | $0 | | | $254,916 |
| 365 | BRUNEAU-GRAND VIEW JOINT DIST | $0 | 0.0% | $232,379 | 124,710 | 216 | $1.86 | $1,076 | 53% | 134% | FALSE | $158,897 | $158,897 | $65,063 | $0 | | | $201,564 |
| 370 | HOMEDALE JOINT DISTRICT | $0 | 0.0% | $412,629 | 126,678 | 638 | $3.26 | $647 | 94% | 80% | FALSE | $254,594 | $254,594 | $91,278 | $0 | | | $311,285 |
| 371 | PAYETTE JOINT DISTRICT | $0 | 0.0% | $336,822 | 90,211 | 808 | $3.73 | $417 | 107% | 52% | FALSE | $209,360 | $209,360 | $87,397 | $333 | | | $267,414 |
| 372 | NEW PLYMOUTH DISTRICT | $0 | 0.0% | $278,448 | 79,935 | 372 | $3.48 | $749 | 100% | 93% | FALSE | $171,369 | $171,369 | $64,463 | $0 | | | $212,249 |
| 373 | FRUITLAND DISTRICT | $0 | 0.0% | $305,236 | 84,598 | 635 | $3.61 | $481 | 104% | 60% | FALSE | $183,118 | $183,118 | $80,095 | $0 | | | $236,892 |
| 381 | AMERICAN FALLS JOINT DISTRICT | $0 | 0.0% | $614,550 | 209,094 | 450 | $2.94 | $1,366 | 84% | 170% | FALSE | $392,747 | $392,747 | $138,324 | $0 | | | $477,964 |
| 382 | ROCKLAND DISTRICT | $0 | 0.0% | $49,017 | 27,556 | 65 | $1.78 | $754 | 51% | 94% | FALSE | $32,265 | $32,265 | $9,610 | $0 | | | $37,688 |
| 383 | ARBON ELEMENTARY DISTRICT | $0 | 0.0% | $55,508 | 22,828 | 17 | $2.43 | $3,265 | 70% | 406% | FALSE | $33,558 | $33,558 | $12,772 | $0 | | | $41,697 |
| 391 | KELLOGG JOINT DISTRICT | $12,849 | 2.8% | $757,486 | 205,007 | 716 | $3.69 | $1,058 | 106% | 132% | TRUE | $446,942 | $459,791 | $169,269 | $0 | | | $554,590 |

# STATE DEPARTMENT OF EDUCATION
## JUNE 22-23, 2011

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 392 | MULLAN DISTRICT | $0 | 0.0% | $15,180 | 7,370 | 24 | $2.06 | $633 | 59% | 79% | FALSE | $9,602 | $9,602 | $4,703 | $0 | | | $12,875 |
| 393 | WALLACE DISTRICT | $17,821 | 8.0% | $367,233 | 93,899 | 290 | $3.91 | $1,266 | 112% | 157% | TRUE | $204,087 | $221,908 | $75,286 | $0 | | | $251,436 |
| 394 | AVERY SCHOOL DISTRICT | $0 | 0.0% | $123,906 | 35,945 | 21 | $3.45 | $5,900 | 99% | 734% | FALSE | $70,183 | $70,183 | $41,708 | $0 | | | $100,702 |
| 401 | TETON COUNTY DISTRICT | $0 | 0.0% | $609,576 | 210,704 | 694 | $2.89 | $878 | 83% | 109% | FALSE | $377,829 | $377,829 | $149,016 | $0 | | | $474,161 |
| 411 | TWIN FALLS DISTRICT | $0 | 0.0% | $1,305,326 | 319,245 | 1,714 | $4.09 | $762 | 118% | 95% | FALSE | $774,529 | $774,529 | $316,875 | $0 | | | $982,264 |
| 412 | BUHL JOINT DISTRICT | $0 | 0.0% | $309,356 | 99,501 | 363 | $3.11 | $852 | 89% | 106% | FALSE | $182,768 | $182,768 | $77,283 | $0 | | | $234,046 |
| 413 | FILER DISTRICT | $0 | 0.0% | $453,871 | 148,239 | 509 | $3.06 | $892 | 88% | 111% | FALSE | $274,378 | $274,378 | $131,620 | $0 | | | $365,398 |
| 414 | KIMBERLY DISTRICT | $0 | 0.0% | $228,698 | 59,196 | 404 | $3.86 | $566 | 111% | 70% | FALSE | $148,324 | $148,324 | $74,394 | $0 | | | $200,446 |
| 415 | HANSEN DISTRICT | $0 | 0.0% | $73,222 | 48,703 | 154 | $1.50 | $475 | 43% | 59% | FALSE | $45,198 | $45,198 | $20,023 | $0 | | | $58,699 |
| 417 | CASTLEFORD DISTRICT | $0 | 0.0% | $154,336 | 47,588 | 133 | $3.24 | $1,160 | 93% | 144% | FALSE | $109,674 | $109,674 | $39,885 | $0 | | | $134,603 |
| 418 | MURTAUGH JOINT DISTRICT | $4,833 | 5.3% | $137,351 | 36,274 | 148 | $3.79 | $928 | 109% | 115% | TRUE | $87,161 | $91,994 | $29,889 | $0 | | | $105,345 |
| 421 | MC CALL-DONNELLY DISTRICT | $93,000 | 23.5% | $664,192 | 141,397 | 370 | $4.70 | $1,795 | 135% | 223% | TRUE | $301,948 | $394,948 | $158,290 | $0 | | | $414,214 |
| 422 | CASCADE DISTRICT | $0 | 0.0% | $67,620 | 28,691 | 71 | $2.36 | $952 | 68% | 118% | FALSE | $47,534 | $47,534 | $16,575 | $0 | | | $57,698 |
| 431 | WEISER DISTRICT | $0 | 0.0% | $331,090 | 100,776 | 614 | $3.29 | $539 | 95% | 67% | FALSE | $201,298 | $201,298 | $86,074 | $0 | | | $258,635 |
| 432 | CAMBRIDGE JOINT DISTRICT | $0 | 0.0% | $65,382 | 28,639 | 48 | $2.28 | $1,362 | 66% | 169% | FALSE | $45,044 | $45,044 | $12,837 | $0 | | | $52,093 |
| 433 | MIDVALE DISTRICT | $0 | 0.0% | $77,757 | 33,457 | 49 | $2.32 | $1,587 | 67% | 197% | FALSE | $47,874 | $47,874 | $17,609 | $0 | | | $58,935 |
| 451 | VICTORY CHARTER SCHOOL | $0 | 0.0% | $104,275 | 28,122 | 230 | $3.71 | $453 | 107% | 56% | FALSE | $61,876 | $61,876 | $26,019 | $0 | $89,129 | $53,500 | $47,039 |
| 455 | COMPASS CHARTER SCHOOL | $0 | 0.0% | $155,408 | 42,086 | 214 | $3.69 | $726 | 106% | 90% | FALSE | $92,636 | $92,636 | $45,653 | $0 | $132,142 | $79,500 | $77,082 |
| 456 | FALCON RIDGE CHARTER SCHOOL | $0 | 0.0% | $144,807 | 38,873 | 184 | $3.73 | $787 | 107% | 98% | FALSE | $85,925 | $85,925 | $40,357 | $0 | $118,743 | $72,006 | $71,591 |
| 458 | LIBERTY CHARTER | $1,075 | 1.0% | $189,600 | 52,228 | 195 | $3.63 | $972 | 104% | 121% | TRUE | $111,405 | $112,480 | $45,734 | $0 | | | $141,425 |
| 459 | GARDEN CITY COMMUNITY CHARTER | $0 | 0.0% | $45,942 | 19,894 | 51 | $2.31 | $901 | 66% | 112% | FALSE | $27,268 | $27,268 | $12,350 | $0 | $43,654 | $25,679 | $19,479 |
| 461 | TAYLORS CROSSING CHARTER SCHOO | $0 | 0.0% | $165,418 | 37,443 | 203 | $4.42 | $815 | 127% | 101% | FALSE | $98,127 | $98,127 | $48,173 | $0 | $116,103 | $77,715 | $97,121 |
| 462 | XAVIER CHARTER SCHOOL | $0 | 0.0% | $173,546 | 58,237 | 259 | $2.98 | $670 | 86% | 83% | FALSE | $102,701 | $102,701 | $27,566 | $0 | $149,689 | $70,698 | $46,148 |
| 463 | VISION CHARTER SCHOOL | $0 | 0.0% | $145,179 | 41,920 | 129 | $3.46 | $1,125 | 99% | 140% | FALSE | $86,160 | $86,160 | $55,900 | $0 | $118,423 | $73,125 | $87,086 |
| 464 | WHITE PINE CHARTER SCHOOL | $0 | 0.0% | $82,951 | 20,161 | 158 | $4.11 | $525 | 118% | 65% | FALSE | $49,201 | $49,201 | $20,753 | $0 | | | $62,959 |
| 465 | NORTH VALLEY ACADEMY | $0 | 0.0% | $81,150 | 33,715 | 124 | $2.41 | $654 | 69% | 81% | FALSE | $47,943 | $47,943 | $21,035 | $0 | $48,958 | $40,605 | $54,563 |
| 467 | Wings Charter Middle School | $0 | 0.0% | $33,025 | 10,722 | 28 | $3.08 | $1,179 | 89% | 147% | FALSE | $19,511 | $19,511 | $8,560 | $0 | $28,071 | $39,160 | $35,244 |
| 468 | Idaho Science & Technology Charter | $0 | 0.0% | $60,161 | 33,041 | 73 | $1.82 | $824 | 52% | 102% | FALSE | $35,486 | $35,486 | $15,651 | $0 | $53,737 | $24,480 | $19,692 |
| 477 | Blackfoot Charter Community Learning Center | $3,335 | 9.7% | $58,490 | 12,285 | 64 | $4.76 | $914 | 137% | 114% | TRUE | $31,221 | $34,556 | $18,003 | $0 | | | $44,302 |
| 559 | THOMAS JEFFERSON CHARTER | $0 | 0.0% | $203,292 | 68,339 | 236 | $2.97 | $861 | 85% | 107% | FALSE | $120,105 | $120,105 | $51,127 | $0 | $172,456 | $101,000 | $89,798 |
| 749 | UPPER CARMEN PUBLIC CHARTER | $0 | 0.0% | $23,264 | 4,547 | 54 | $5.12 | $431 | 147% | 54% | FALSE | $14,892 | $14,892 | $6,281 | $0 | | | $19,056 |
| 783 | North Star Charter School | $0 | 0.0% | $296,299 | 103,418 | 460 | $2.87 | $644 | 82% | 80% | FALSE | $175,053 | $175,053 | $96,537 | $0 | $251,761 | $151,000 | $153,746 |
| 795 | IDAHO ARTS CHARTER SCHOOL | $0 | 0.0% | $254,604 | 68,285 | 306 | $3.73 | $832 | 107% | 103% | TRUE | $151,018 | $151,018 | $64,531 | $0 | $204,179 | $120,105 | $118,328 |
| Totals | | $936,555 | 1.8% | $85,533,718 | 24,544,023 | 106,408 | | | | | | $50,112,951 | $51,049,506 | $22,110,722 | $333 | $1,527,045 | $928,573 | $64,463,014 |

Districts not part of FY10 state totals, but subject to Funding Cap (In-Lieu Only and Virtual)

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 191 | PRAIRIE ELEMENTARY DISTRICT | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $571 | $571 | $392 | $0 | | | $867 |
| 364 | PLEASANT VALLEY ELEM DIST | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $2,385 | $2,385 | $2,203 | $0 | | | $4,129 |
| 416 | THREE CREEK JT ELEM DISTRICT | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $5,598 | $5,598 | $2,994 | $0 | | | $7,733 |
| 452 | IDAHO VIRTUAL ACADEMY | $0 | 0.0% | $1,322,252 | 0 | 3,098 | $0.00 | $427 | 0% | 53% | FALSE | $1,128,157 | $1,128,157 | $0 | $0 | | | $1,015,341 |
| 457 | INSPIRE VIRTUAL CHARTER | $0 | 0.0% | $308,847 | 0 | 438 | $0.00 | $705 | 0% | 88% | FALSE | $262,520 | $262,520 | $0 | $0 | $264,350 | $180,250 | $160,578 |
| 466 | iSUCCEED VIRTUAL HIGH SCHOOL | $4,464 | 1.0% | $547,033 | 0 | 654 | $0.00 | $836 | 0% | 104% | TRUE | $460,514 | $464,978 | $0 | $0 | $436,382 | $176,232 | $180,328 |
| 474 | Monticello Montessori School | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $0 | $0 | $0 | $0 | | $45,402 | $40,862 |
| 791 | Owl Charter Academy | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $0 | $0 | $0 | $0 | | $59,000 | $53,100 |
| Totals | | $4,464 | 0.2% | $2,178,132 | 0 | 4,190 | | | | | | $1,859,745 | $1,864,209 | $5,589 | $0 | $700,732 | $460,884 | $1,462,937 |

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## SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Wallace School District

## REFERENCE

| | |
|---|---|
| June, 2010 | Board approved request for waiver, with new cap set at 117% for fiscal year 2009. |

## APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

## BACKGROUND/DISCUSSION

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 6, 2011, there were seventeen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian ($423,125) Meadows Valley ($15,716), Plummer-Worley ($35,005), Blaine County ($14,263), Garden Valley ($29,835), Basin ($6,660), Nampa ($188,604), Soda Springs ($18,738), Wendell ($49,043), Valley ($6,279), Moscow ($16,373), Kellogg ($12,849), Wallace ($17,821), Murtaugh ($4,833), McCall-Donnelly ($93,000), Liberty ($1,075), and Blackfoot Community Charter ($3,335).

Of these 17, only three have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Moscow, and Wallace school districts. Of these three districts all have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver was reviewed and met at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Wallace School District submitted two school bus routes that met the required criteria. This represents 14.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 117%. The district is over the 103% funding cap by 8.8%, therefore the request is for an additional 8.8%, for a total funding cap of 111.8%.

**IMPACT**

$17,821 distributed from the public school appropriation.

**ATTACHMENTS**

Attachment 1 – Funding Cap Appeal Application Page 3
Attachment 2 – SDE 103% Funding Cap Model Page 5

**BOARD ACTION**

A motion to approve the request by the Wallace School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2010 of 111.8%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

**Division of Student Transportation**

Use Tab Key To Enter Data

**103% Funding Cap Appeal Application for Fiscal Year:** 2010

District Name: Wallace Number: 393 Date: January 21, 2011

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:
**(Please check all applicable boxes by using mouse key).**

- ☑ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- ☐ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☑ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 13.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 1, 2011.**

***The district has one route, the Dobson Pass route that qualifies both for sparcity of riders and over 10% of miles driven are at 5% slope or more. The district had 32 total riders (16 am and 16 pm)on a route covering 118 total miles (59 am and 59 pm)computing to .27 which is less than half the State average of .75. The route covering the pass has a total of 28.4 miles of the total 118 miles , well over the 10% requiremnt. It's % is between 5.6 to 7.2%. The district has 8 route with one qualifying with two of the three criteria, which equals 13%, this is the amount Wallace school distict is appealing on the 103% funding cap.***

**Superintendent Signature:** Dr. Bob Rundle **Date:** 01/21/11

**Shaded Area Below is for State Department of Education Use Only**

**The State Board of Education approved ☐ disapproved ☐ the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.**

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**Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider**

Fiscal Year 2010 Data - Approved Costs Reimbursed in Fiscal Year 2011 (Seventh Capped Year)

Set percentage cap to apply to statewide average: 103%

Riders per Mile: 1.6

Revised: 05/06/2011 Preliminary

| | Cost Per Mile | Cost Per Rider | |
|---|---|---|---|
| Statewide Averages before cap | $3.48 | $804 | |
| Statewide Averages after cap | $3.58 | $828 | |
| Total Savings From Cap | $941,019 | Capped Reimb. | Actual Reimb. |
| Savings Following Appeals & State Board Action | $941,019 | $72,310,001 | $73,251,020 |

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 | BOISE INDEPENDENT DISTRICT | $0 | 0.0% | $6,761,620 | 2,017,233 | 6,427 | $3.35 | $1,052 | 96% | 131% | FALSE | $4,014,673 | $4,014,673 | $1,817,713 | $0 | | | $5,249,147 |
| 002 | MERIDIAN JOINT DISTRICT | $423,125 | 6.3% | $11,840,109 | 2,967,150 | 13,405 | $3.99 | $883 | 115% | 110% | TRUE | $6,270,353 | $6,693,478 | $3,281,973 | $0 | | | $8,597,093 |
| 003 | KUNA JOINT DISTRICT | $0 | 0.0% | $1,272,105 | 346,234 | 1,661 | $3.67 | $766 | 105% | 95% | FALSE | $758,580 | $758,580 | $351,028 | $0 | | | $998,647 |
| 011 | MEADOWS VALLEY DISTRICT | $15,716 | 28.4% | $93,436 | 18,624 | 45 | $5.02 | $2,076 | 144% | 258% | TRUE | $39,672 | $55,388 | $21,418 | $0 | | | $54,981 |
| 013 | COUNCIL DISTRICT | $0 | 0.0% | $65,700 | 24,262 | 57 | $2.71 | $1,153 | 78% | 143% | FALSE | $42,398 | $42,398 | $15,976 | $0 | | | $52,537 |
| 021 | MARSH VALLEY JOINT DISTRICT | $0 | 0.0% | $415,714 | 148,603 | 673 | $2.80 | $618 | 80% | 77% | FALSE | $270,198 | $270,198 | $89,375 | $0 | | | $323,616 |
| 025 | POCATELLO DISTRICT | $0 | 0.0% | $2,536,985 | 793,791 | 4,140 | $3.20 | $613 | 92% | 76% | FALSE | $1,474,552 | $1,474,552 | $666,192 | $0 | | | $1,926,670 |
| 033 | BEAR LAKE COUNTY DISTRICT | $0 | 0.0% | $464,200 | 165,978 | 458 | $2.80 | $1,014 | 80% | 126% | FALSE | $286,290 | $286,290 | $113,685 | $0 | | | $359,978 |
| 041 | ST MARIES JOINT DISTRICT | $0 | 0.0% | $652,732 | 198,477 | 410 | $3.29 | $1,592 | 95% | 198% | FALSE | $386,455 | $386,455 | $152,074 | $0 | | | $484,676 |
| 044 | PLUMMER-WORLEY JOINT DISTRICT | $35,005 | 18.0% | $317,075 | 72,564 | 173 | $4.37 | $1,833 | 126% | 228% | TRUE | $159,937 | $194,942 | $87,218 | $0 | | | $222,440 |
| 052 | SNAKE RIVER DISTRICT | $0 | 0.0% | $672,798 | 301,538 | 1,078 | $2.23 | $624 | 64% | 78% | FALSE | $402,805 | $402,805 | $174,427 | $0 | | | $519,509 |
| 055 | BLACKFOOT DISTRICT | $0 | 0.0% | $1,541,477 | 427,878 | 1,865 | $3.60 | $827 | 103% | 103% | FALSE | $916,585 | $916,585 | $408,696 | $0 | | | $1,192,753 |
| 058 | ABERDEEN DISTRICT | $0 | 0.0% | $296,167 | 104,169 | 337 | $2.84 | $879 | 82% | 109% | FALSE | $179,257 | $179,257 | $70,384 | $0 | | | $224,677 |
| 059 | FIRTH DISTRICT | $0 | 0.0% | $263,904 | 99,711 | 446 | $2.65 | $592 | 76% | 74% | FALSE | $165,484 | $165,484 | $61,994 | $0 | | | $204,730 |
| 060 | SHELLEY JOINT DISTRICT | $0 | 0.0% | $513,376 | 155,358 | 1,139 | $3.30 | $451 | 95% | 56% | FALSE | $315,915 | $315,915 | $122,193 | $0 | | | $394,297 |
| 061 | BLAINE COUNTY DISTRICT | $14,263 | 1.9% | $1,286,421 | 352,313 | 1,282 | $3.65 | $1,003 | 105% | 125% | TRUE | $748,032 | $762,295 | $317,336 | $0 | | | $958,831 |
| 071 | GARDEN VALLEY DISTRICT | $29,835 | 20.6% | $229,860 | 50,022 | 100 | $4.60 | $2,299 | 132% | 286% | TRUE | $115,118 | $144,953 | $56,339 | $0 | | | $154,311 |
| 072 | BASIN SCHOOL DISTRICT | $6,660 | 4.6% | $242,960 | 64,464 | 188 | $3.77 | $1,292 | 108% | 161% | TRUE | $138,249 | $144,909 | $59,469 | $0 | | | $177,946 |
| 073 | HORSESHOE BEND SCHOOL DISTRICT | $0 | 0.0% | $96,076 | 23,046 | 129 | $4.17 | $745 | 120% | 93% | FALSE | $61,015 | $61,015 | $22,139 | $0 | | | $74,839 |
| 083 | WEST BONNER COUNTY DISTRICT | $0 | 0.0% | $515,182 | 197,922 | 671 | $2.60 | $768 | 75% | 96% | FALSE | $312,051 | $312,051 | $130,949 | $0 | | | $398,700 |
| 084 | LAKE PEND OREILLE DISTRICT | $0 | 0.0% | $1,568,762 | 573,905 | 1,246 | $2.73 | $1,259 | 78% | 157% | FALSE | $950,225 | $950,225 | $370,616 | $0 | | | $1,188,757 |
| 091 | IDAHO FALLS DISTRICT | $0 | 0.0% | $2,390,364 | 586,050 | 3,671 | $4.08 | $651 | 117% | 81% | FALSE | $1,373,625 | $1,373,625 | $672,971 | $0 | | | $1,841,936 |
| 092 | SWAN VALLEY ELEMENTARY DIST | $0 | 0.0% | $86,960 | 33,894 | 55 | $2.57 | $1,581 | 74% | 197% | FALSE | $60,982 | $60,982 | $27,218 | $0 | | | $79,380 |
| 093 | BONNEVILLE JOINT DISTRICT | $0 | 0.0% | $2,347,614 | 623,564 | 4,468 | $3.76 | $525 | 108% | 65% | FALSE | $1,360,200 | $1,360,200 | $613,660 | $0 | | | $1,776,474 |
| 101 | BOUNDARY COUNTY DISTRICT | $0 | 0.0% | $660,240 | 229,804 | 772 | $2.87 | $855 | 82% | 106% | FALSE | $413,148 | $413,148 | $174,036 | $0 | | | $528,466 |
| 111 | BUTTE COUNTY JOINT DISTRICT | $0 | 0.0% | $266,280 | 89,053 | 192 | $2.99 | $1,387 | 86% | 173% | FALSE | $171,005 | $171,005 | $61,591 | $0 | | | $209,336 |
| 121 | CAMAS COUNTY DISTRICT | $0 | 0.0% | $88,531 | 45,947 | 56 | $1.93 | $1,581 | 55% | 197% | FALSE | $56,824 | $56,824 | $19,533 | $0 | | | $68,721 |
| 131 | NAMPA SCHOOL DISTRICT | $188,604 | 5.5% | $5,804,251 | 1,113,163 | 6,599 | $5.21 | $880 | 150% | 109% | TRUE | $3,252,584 | $3,441,188 | $1,304,596 | $0 | | | $4,101,462 |
| 132 | CALDWELL DISTRICT | $1 | 0.0% | $2,590,334 | 412,650 | 3,118 | $6.28 | $831 | 180% | 103% | TRUE | $1,537,199 | $1,537,200 | $661,021 | $0 | | | $1,978,398 |
| 133 | WILDER DISTRICT | $0 | 0.0% | $176,721 | 49,055 | 178 | $3.60 | $993 | 103% | 124% | TRUE | $104,407 | $104,407 | $35,804 | $0 | | | $126,190 |
| 134 | MIDDLETON DISTRICT | $0 | 0.0% | $982,537 | 202,327 | 1,264 | $4.86 | $777 | 140% | 97% | FALSE | $583,016 | $583,016 | $264,752 | $0 | | | $762,991 |
| 135 | NOTUS DISTRICT | $0 | 0.0% | $134,660 | 51,516 | 195 | $2.61 | $691 | 75% | 86% | FALSE | $85,373 | $85,373 | $29,588 | $0 | | | $103,465 |
| 136 | MELBA JOINT DISTRICT | $0 | 0.0% | $268,448 | 87,233 | 320 | $3.08 | $839 | 89% | 104% | FALSE | $168,477 | $168,477 | $68,617 | $0 | | | $213,385 |
| 137 | PARMA DISTRICT | $0 | 0.0% | $500,856 | 171,243 | 474 | $2.92 | $1,057 | 84% | 131% | FALSE | $296,536 | $296,536 | $117,955 | $0 | | | $373,042 |
| 139 | VALLIVUE SCHOOL DISTRICT | $0 | 0.0% | $2,888,712 | 764,789 | 3,752 | $3.78 | $770 | 109% | 96% | FALSE | $1,714,181 | $1,714,181 | $733,296 | $0 | | | $2,202,729 |
| 148 | GRACE JOINT DISTRICT | $0 | 0.0% | $253,142 | 82,868 | 189 | $3.05 | $1,339 | 88% | 167% | FALSE | $164,600 | $164,600 | $40,926 | $0 | | | $184,973 |
| 149 | NORTH GEM DISTRICT | $0 | 0.0% | $116,080 | 38,369 | 99 | $3.03 | $1,173 | 87% | 146% | FALSE | $81,236 | $81,236 | $16,005 | $0 | | | $87,517 |
| 150 | SODA SPRINGS JOINT DISTRICT | $18,738 | 9.2% | $286,614 | 65,445 | 309 | $4.38 | $928 | 126% | 115% | TRUE | $183,918 | $202,656 | $70,204 | $0 | | | $228,710 |
| 151 | CASSIA COUNTY JOINT DISTRICT | $0 | 0.0% | $1,423,308 | 498,565 | 2,101 | $2.85 | $677 | 82% | 84% | FALSE | $876,094 | $876,094 | $350,312 | $0 | | | $1,103,765 |
| 161 | CLARK COUNTY DISTRICT | $0 | 0.0% | $92,970 | 43,040 | 65 | $2.16 | $1,430 | 62% | 178% | FALSE | $57,322 | $57,322 | $25,057 | $0 | | | $74,141 |

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 171 | OROFINO JOINT DISTRICT | $0 | 0.0% | $555,021 | 163,898 | 586 | $3.39 | $947 | 97% | 118% | FALSE | $341,198 | $341,198 | $129,688 | $0 | | | $423,797 |
| 181 | CHALLIS JOINT DISTRICT | $0 | 0.0% | $264,411 | 80,762 | 159 | $3.27 | $1,663 | 94% | 207% | FALSE | $161,140 | $161,140 | $66,592 | $0 | | | $204,959 |
| 182 | MACKAY JOINT DISTRICT | $0 | 0.0% | $176,627 | 62,114 | 83 | $2.84 | $2,128 | 82% | 265% | FALSE | $112,622 | $112,622 | $41,969 | $0 | | | $139,132 |
| 192 | GLENNS FERRY JOINT DISTRICT | $0 | 0.0% | $217,785 | 82,169 | 244 | $2.65 | $893 | 76% | 111% | FALSE | $133,342 | $133,342 | $47,059 | $0 | | | $162,361 |
| 193 | MOUNTAIN HOME DISTRICT | $0 | 0.0% | $1,115,565 | 345,149 | 1,184 | $3.23 | $942 | 93% | 117% | FALSE | $671,614 | $671,614 | $296,071 | $0 | | | $870,917 |
| 201 | PRESTON JOINT DISTRICT | $0 | 0.0% | $543,856 | 143,745 | 1,234 | $3.78 | $441 | 109% | 55% | FALSE | $355,454 | $355,454 | $117,038 | $0 | | | $425,243 |
| 202 | WEST SIDE JOINT DISTRICT | $0 | 0.0% | $181,057 | 67,551 | 349 | $2.68 | $519 | 77% | 65% | FALSE | $117,500 | $117,500 | $36,740 | $0 | | | $138,816 |
| 215 | FREMONT COUNTY JOINT DISTRICT | $0 | 0.0% | $682,584 | 230,274 | 858 | $2.96 | $796 | 85% | 99% | FALSE | $431,511 | $431,511 | $191,642 | $0 | | | $560,838 |
| 221 | EMMETT INDEPENDENT DIST | $0 | 0.0% | $1,140,134 | 316,853 | 1,334 | $3.60 | $855 | 103% | 106% | TRUE | $674,276 | $674,276 | $287,337 | $0 | | | $865,452 |
| 231 | GOODING JOINT DISTRICT | $0 | 0.0% | $324,523 | 78,406 | 506 | $4.14 | $641 | 119% | 80% | FALSE | $192,691 | $192,691 | $84,669 | $0 | | | $249,624 |
| 232 | WENDELL DISTRICT | $49,043 | 21.2% | $388,444 | 85,025 | 365 | $4.57 | $1,064 | 131% | 132% | TRUE | $182,132 | $231,175 | $101,201 | $0 | | | $255,000 |
| 233 | HAGERMAN JOINT DISTRICT | $0 | 0.0% | $84,586 | 33,147 | 90 | $2.55 | $940 | 73% | 117% | FALSE | $53,916 | $53,916 | $23,556 | $0 | | | $69,725 |
| 234 | BLISS JOINT DISTRICT | $0 | 0.0% | $80,436 | 28,287 | 97 | $2.84 | $829 | 82% | 103% | FALSE | $50,427 | $50,427 | $17,032 | $0 | | | $60,713 |
| 242 | COTTONWOOD JOINT DISTRICT | $0 | 0.0% | $165,292 | 61,140 | 211 | $2.70 | $783 | 78% | 97% | FALSE | $107,844 | $107,844 | $34,115 | $0 | | | $127,763 |
| 243 | SALMON RIVER JOINT SCHOOL DIST | $0 | 0.0% | $66,163 | 33,151 | 60 | $2.00 | $1,103 | 57% | 137% | FALSE | $46,757 | $46,757 | $21,253 | $0 | | | $61,209 |
| 244 | MOUNTAIN VIEW SCHOOL DISTRICT | $0 | 0.0% | $598,201 | 192,633 | 413 | $3.11 | $1,448 | 89% | 180% | FALSE | $384,426 | $384,426 | $173,043 | $0 | | | $501,722 |
| 251 | JEFFERSON COUNTY JT DISTRICT | $0 | 0.0% | $1,622,842 | 516,062 | 2,782 | $3.14 | $583 | 90% | 73% | FALSE | $1,026,500 | $1,026,500 | $471,498 | $0 | | | $1,348,198 |
| 252 | RIRIE JOINT DISTRICT | $0 | 0.0% | $220,221 | 53,410 | 343 | $4.12 | $642 | 118% | 80% | FALSE | $142,490 | $142,490 | $50,734 | $0 | | | $173,902 |
| 253 | WEST JEFFERSON DISTRICT | $0 | 0.0% | $394,634 | 171,759 | 367 | $2.30 | $1,075 | 66% | 134% | FALSE | $235,551 | $235,551 | $99,616 | $0 | | | $301,650 |
| 261 | JEROME JOINT DISTRICT | $0 | 0.0% | $829,329 | 308,636 | 1,357 | $2.69 | $611 | 77% | 76% | FALSE | $492,242 | $492,242 | $216,792 | $0 | | | $638,131 |
| 262 | VALLEY DISTRICT | $6,279 | 2.8% | $375,542 | 101,841 | 331 | $3.69 | $1,135 | 106% | 141% | TRUE | $219,122 | $225,401 | $86,676 | $0 | | | $275,218 |
| 271 | COEUR D'ALENE DISTRICT | $0 | 0.0% | $2,099,086 | 610,504 | 2,924 | $3.44 | $718 | 99% | 89% | FALSE | $1,200,244 | $1,200,244 | $597,804 | $0 | | | $1,618,243 |
| 272 | LAKELAND DISTRICT | $0 | 0.0% | $1,331,099 | 555,910 | 1,480 | $2.39 | $899 | 69% | 112% | FALSE | $778,028 | $778,028 | $361,298 | $0 | | | $1,025,393 |
| 273 | POST FALLS DISTRICT | $0 | 0.0% | $1,216,461 | 314,441 | 2,277 | $3.87 | $534 | 111% | 66% | FALSE | $700,891 | $700,891 | $346,560 | $0 | | | $942,706 |
| 274 | KOOTENAI DISTRICT | $0 | 0.0% | $147,430 | 68,896 | 143 | $2.14 | $1,031 | 61% | 128% | FALSE | $92,105 | $92,105 | $39,277 | $0 | | | $118,244 |
| 281 | MOSCOW DISTRICT | $16,373 | 4.6% | $564,746 | 127,864 | 653 | $4.42 | $865 | 127% | 108% | TRUE | $339,440 | $355,813 | $129,166 | $0 | | | $421,745 |
| 282 | GENESEE JOINT DISTRICT | $0 | 0.0% | $165,515 | 56,297 | 98 | $2.94 | $1,689 | 84% | 210% | FALSE | $106,118 | $106,118 | $31,871 | $0 | | | $124,190 |
| 283 | KENDRICK JOINT DISTRICT | $0 | 0.0% | $147,116 | 52,928 | 106 | $2.78 | $1,388 | 80% | 173% | FALSE | $95,307 | $95,307 | $29,652 | $0 | | | $112,463 |
| 285 | POTLATCH DISTRICT | $0 | 0.0% | $261,075 | 77,733 | 220 | $3.36 | $1,187 | 97% | 148% | FALSE | $173,671 | $173,671 | $48,679 | $0 | | | $200,115 |
| 287 | TROY SCHOOL DISTRICT | $0 | 0.0% | $162,578 | 48,238 | 146 | $3.37 | $1,114 | 97% | 139% | FALSE | $104,179 | $104,179 | $34,455 | $0 | | | $124,771 |
| 288 | WHITEPINE JT SCHOOL DISTRICT | $0 | 0.0% | $213,826 | 86,847 | 148 | $2.46 | $1,445 | 71% | 180% | FALSE | $132,146 | $132,146 | $44,969 | $0 | | | $159,404 |
| 291 | SALMON DISTRICT | $0 | 0.0% | $217,331 | 58,585 | 263 | $3.71 | $826 | 107% | 103% | FALSE | $137,233 | $137,233 | $41,551 | $0 | | | $160,906 |
| 292 | SOUTH LEMHI DISTRICT | $0 | 0.0% | $70,834 | 28,552 | 51 | $2.48 | $1,389 | 71% | 173% | FALSE | $50,961 | $50,961 | $21,650 | $0 | | | $65,350 |
| 302 | NEZPERCE JOINT DISTRICT | $0 | 0.0% | $104,825 | 43,971 | 44 | $2.38 | $2,382 | 68% | 296% | FALSE | $68,510 | $68,510 | $22,499 | $0 | | | $81,908 |
| 304 | KAMIAH JOINT DISTRICT | $0 | 0.0% | $137,597 | 41,925 | 196 | $3.28 | $702 | 94% | 87% | FALSE | $84,140 | $84,140 | $34,323 | $0 | | | $106,617 |
| 305 | HIGHLAND JOINT DISTRICT | $0 | 0.0% | $236,187 | 65,904 | 67 | $3.58 | $3,525 | 103% | 438% | FALSE | $140,463 | $140,463 | $57,557 | $0 | | | $178,218 |
| 312 | SHOSHONE JOINT DISTRICT | $0 | 0.0% | $151,030 | 40,030 | 309 | $3.77 | $489 | 108% | 61% | FALSE | $101,056 | $101,056 | $35,119 | $0 | | | $122,556 |
| 314 | DIETRICH DISTRICT | $0 | 0.0% | $33,757 | 20,562 | 78 | $1.64 | $433 | 47% | 54% | FALSE | $19,375 | $19,375 | $18,717 | $0 | | | $34,283 |
| 316 | RICHFIELD DISTRICT | $0 | 0.0% | $63,006 | 23,125 | 91 | $2.72 | $692 | 78% | 86% | FALSE | $41,929 | $41,929 | $12,354 | $0 | | | $48,855 |
| 321 | MADISON DISTRICT | $0 | 0.0% | $1,301,950 | 365,338 | 2,607 | $3.56 | $499 | 102% | 62% | FALSE | $775,073 | $775,073 | $339,206 | $0 | | | $1,002,851 |
| 322 | SUGAR-SALEM JOINT DISTRICT | $0 | 0.0% | $385,977 | 124,953 | 708 | $3.09 | $545 | 89% | 68% | FALSE | $234,240 | $234,240 | $88,277 | $0 | | | $290,265 |
| 331 | MINIDOKA COUNTY JOINT DISTRICT | $0 | 0.0% | $1,310,433 | 578,265 | 1,977 | $2.27 | $663 | 65% | 82% | FALSE | $770,604 | $770,604 | $390,953 | $0 | | | $1,045,401 |
| 340 | LEWISTON INDEPENDENT DISTRICT | $0 | 0.0% | $1,099,606 | 335,136 | 1,559 | $3.28 | $705 | 94% | 88% | FALSE | $646,648 | $646,648 | $336,543 | $0 | | | $884,872 |
| 341 | LAPWAI DISTRICT | $0 | 0.0% | $187,549 | 56,874 | 144 | $3.30 | $1,302 | 95% | 162% | FALSE | $118,285 | $118,285 | $37,974 | $0 | | | $140,633 |
| 342 | CULDESAC JOINT DISTRICT | $0 | 0.0% | $68,625 | 25,604 | 36 | $2.68 | $1,906 | 77% | 237% | FALSE | $41,248 | $41,248 | $20,636 | $0 | | | $55,696 |
| 351 | ONEIDA COUNTY DISTRICT | $0 | 0.0% | $251,362 | 109,321 | 420 | $2.30 | $598 | 66% | 74% | FALSE | $166,043 | $166,043 | $52,046 | $0 | | | $196,280 |
| 363 | MARSING JOINT DISTRICT | $0 | 0.0% | $328,601 | 94,834 | 412 | $3.47 | $798 | 100% | 99% | FALSE | $192,879 | $192,879 | $90,361 | $0 | | | $254,916 |
| 365 | BRUNEAU-GRAND VIEW JOINT DIST | $0 | 0.0% | $232,379 | 124,710 | 216 | $1.86 | $1,076 | 53% | 134% | FALSE | $158,897 | $158,897 | $65,063 | $0 | | | $201,564 |
| 370 | HOMEDALE JOINT DISTRICT | $0 | 0.0% | $412,629 | 126,678 | 638 | $3.26 | $647 | 94% | 80% | FALSE | $254,594 | $254,594 | $91,278 | $0 | | | $311,285 |
| 371 | PAYETTE JOINT DISTRICT | $0 | 0.0% | $336,822 | 90,211 | 808 | $3.73 | $417 | 107% | 52% | FALSE | $209,360 | $209,360 | $87,397 | $333 | | | $267,414 |
| 372 | NEW PLYMOUTH DISTRICT | $0 | 0.0% | $278,448 | 79,935 | 372 | $3.48 | $749 | 100% | 93% | FALSE | $171,369 | $171,369 | $64,463 | $0 | | | $212,249 |
| 373 | FRUITLAND DISTRICT | $0 | 0.0% | $305,236 | 84,598 | 635 | $3.61 | $481 | 104% | 60% | FALSE | $183,118 | $183,118 | $80,095 | $0 | | | $236,892 |
| 381 | AMERICAN FALLS JOINT DISTRICT | $0 | 0.0% | $614,550 | 209,094 | 450 | $2.94 | $1,366 | 84% | 170% | FALSE | $392,747 | $392,747 | $138,324 | $0 | | | $477,964 |
| 382 | ROCKLAND DISTRICT | $0 | 0.0% | $49,017 | 27,556 | 65 | $1.78 | $754 | 51% | 94% | FALSE | $32,265 | $32,265 | $9,610 | $0 | | | $37,688 |
| 383 | ARBON ELEMENTARY DISTRICT | $0 | 0.0% | $55,508 | 22,828 | 17 | $2.43 | $3,265 | 70% | 406% | FALSE | $33,558 | $33,558 | $12,772 | $0 | | | $41,697 |
| 391 | KELLOGG JOINT DISTRICT | $12,849 | 2.8% | $757,486 | 205,007 | 716 | $3.69 | $1,058 | 106% | 132% | TRUE | $446,942 | $459,791 | $169,269 | $0 | | | $554,590 |

# STATE DEPARTMENT OF EDUCATION
## JUNE 22-23, 2011

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 392 | MULLAN DISTRICT | $0 | 0.0% | $15,180 | 7,370 | 24 | $2.06 | $633 | 59% | 79% | FALSE | $9,602 | $9,602 | $4,703 | $0 | | | $12,875 |
| 393 | WALLACE DISTRICT | $17,821 | 8.0% | $367,233 | 93,899 | 290 | $3.91 | $1,266 | 112% | 157% | TRUE | $204,087 | $221,908 | $75,286 | $0 | | | $251,436 |
| 394 | AVERY SCHOOL DISTRICT | $0 | 0.0% | $123,906 | 35,945 | 21 | $3.45 | $5,900 | 99% | 734% | FALSE | $70,183 | $70,183 | $41,708 | $0 | | | $100,702 |
| 401 | TETON COUNTY DISTRICT | $0 | 0.0% | $609,576 | 210,704 | 694 | $2.89 | $878 | 83% | 109% | FALSE | $377,829 | $377,829 | $149,016 | $0 | | | $474,161 |
| 411 | TWIN FALLS DISTRICT | $0 | 0.0% | $1,305,326 | 319,245 | 1,714 | $4.09 | $762 | 118% | 95% | FALSE | $774,529 | $774,529 | $316,875 | $0 | | | $982,264 |
| 412 | BUHL JOINT DISTRICT | $0 | 0.0% | $309,356 | 99,501 | 363 | $3.11 | $852 | 89% | 106% | FALSE | $182,768 | $182,768 | $77,283 | $0 | | | $234,046 |
| 413 | FILER DISTRICT | $0 | 0.0% | $453,871 | 148,239 | 509 | $3.06 | $892 | 88% | 111% | FALSE | $274,378 | $274,378 | $131,620 | $0 | | | $365,398 |
| 414 | KIMBERLY DISTRICT | $0 | 0.0% | $228,698 | 59,196 | 404 | $3.86 | $566 | 111% | 70% | FALSE | $148,324 | $148,324 | $74,394 | $0 | | | $200,446 |
| 415 | HANSEN DISTRICT | $0 | 0.0% | $73,222 | 48,703 | 154 | $1.50 | $475 | 43% | 59% | FALSE | $45,198 | $45,198 | $20,023 | $0 | | | $58,699 |
| 417 | CASTLEFORD DISTRICT | $0 | 0.0% | $154,336 | 47,588 | 133 | $3.24 | $1,160 | 93% | 144% | FALSE | $109,674 | $109,674 | $39,885 | $0 | | | $134,603 |
| 418 | MURTAUGH JOINT DISTRICT | $4,833 | 5.3% | $137,351 | 36,274 | 148 | $3.79 | $928 | 109% | 115% | TRUE | $87,161 | $91,994 | $29,889 | $0 | | | $105,345 |
| 421 | MC CALL-DONNELLY DISTRICT | $93,000 | 23.5% | $664,192 | 141,397 | 370 | $4.70 | $1,795 | 135% | 223% | TRUE | $301,948 | $394,948 | $158,290 | $0 | | | $414,214 |
| 422 | CASCADE DISTRICT | $0 | 0.0% | $67,620 | 28,691 | 71 | $2.36 | $952 | 68% | 118% | FALSE | $47,534 | $47,534 | $16,575 | $0 | | | $57,698 |
| 431 | WEISER DISTRICT | $0 | 0.0% | $331,090 | 100,776 | 614 | $3.29 | $539 | 95% | 67% | FALSE | $201,298 | $201,298 | $86,074 | $0 | | | $258,635 |
| 432 | CAMBRIDGE JOINT DISTRICT | $0 | 0.0% | $65,382 | 28,639 | 48 | $2.28 | $1,362 | 66% | 169% | FALSE | $45,044 | $45,044 | $12,837 | $0 | | | $52,093 |
| 433 | MIDVALE DISTRICT | $0 | 0.0% | $77,757 | 33,457 | 49 | $2.32 | $1,587 | 67% | 197% | FALSE | $47,874 | $47,874 | $17,609 | $0 | | | $58,935 |
| 451 | VICTORY CHARTER SCHOOL | $0 | 0.0% | $104,275 | 28,122 | 230 | $3.71 | $453 | 107% | 56% | FALSE | $61,876 | $61,876 | $26,019 | $0 | $89,129 | $53,500 | $47,039 |
| 455 | COMPASS CHARTER SCHOOL | $0 | 0.0% | $155,408 | 42,086 | 214 | $3.69 | $726 | 106% | 90% | FALSE | $92,636 | $92,636 | $45,653 | $0 | $132,142 | $79,500 | $77,082 |
| 456 | FALCON RIDGE CHARTER SCHOOL | $0 | 0.0% | $144,807 | 38,873 | 184 | $3.73 | $787 | 107% | 98% | FALSE | $85,925 | $85,925 | $40,357 | $0 | $118,743 | $72,006 | $71,591 |
| 458 | LIBERTY CHARTER | $1,075 | 1.0% | $189,600 | 52,228 | 195 | $3.63 | $972 | 104% | 121% | TRUE | $111,405 | $112,480 | $45,734 | $0 | | | $141,425 |
| 459 | GARDEN CITY COMMUNITY CHARTER | $0 | 0.0% | $45,942 | 19,894 | 51 | $2.31 | $901 | 66% | 112% | FALSE | $27,268 | $27,268 | $12,350 | $0 | $43,654 | $25,679 | $19,479 |
| 461 | TAYLORS CROSSING CHARTER SCHOO | $0 | 0.0% | $165,418 | 37,443 | 203 | $4.42 | $815 | 127% | 101% | FALSE | $98,127 | $98,127 | $48,173 | $0 | $116,103 | $77,715 | $97,121 |
| 462 | XAVIER CHARTER SCHOOL | $0 | 0.0% | $173,546 | 58,237 | 259 | $2.98 | $670 | 86% | 83% | FALSE | $102,701 | $102,701 | $27,566 | $0 | $149,689 | $70,698 | $46,148 |
| 463 | VISION CHARTER SCHOOL | $0 | 0.0% | $145,179 | 41,920 | 129 | $3.46 | $1,125 | 99% | 140% | FALSE | $86,160 | $86,160 | $55,900 | $0 | $118,423 | $73,125 | $87,086 |
| 464 | WHITE PINE CHARTER SCHOOL | $0 | 0.0% | $82,951 | 20,161 | 158 | $4.11 | $525 | 118% | 65% | FALSE | $49,201 | $49,201 | $20,753 | $0 | | | $62,959 |
| 465 | NORTH VALLEY ACADEMY | $0 | 0.0% | $81,150 | 33,715 | 124 | $2.41 | $654 | 69% | 81% | FALSE | $47,943 | $47,943 | $21,035 | $0 | $48,958 | $40,605 | $54,563 |
| 467 | Wings Charter Middle School | $0 | 0.0% | $33,025 | 10,722 | 28 | $3.08 | $1,179 | 89% | 147% | FALSE | $19,511 | $19,511 | $8,560 | $0 | $28,071 | $39,160 | $35,244 |
| 468 | Idaho Science & Technology Charter | $0 | 0.0% | $60,161 | 33,041 | 73 | $1.82 | $824 | 52% | 102% | FALSE | $35,486 | $35,486 | $15,651 | $0 | $53,737 | $24,480 | $19,692 |
| 477 | Blackfoot Charter Community Learning Center | $3,335 | 9.7% | $58,490 | 12,285 | 64 | $4.76 | $914 | 137% | 114% | TRUE | $31,221 | $34,556 | $18,003 | $0 | | | $44,302 |
| 559 | THOMAS JEFFERSON CHARTER | $0 | 0.0% | $203,292 | 68,339 | 236 | $2.97 | $861 | 85% | 107% | FALSE | $120,105 | $120,105 | $51,127 | $0 | $172,456 | $101,000 | $89,798 |
| 749 | UPPER CARMEN PUBLIC CHARTER | $0 | 0.0% | $23,264 | 4,547 | 54 | $5.12 | $431 | 147% | 54% | FALSE | $14,892 | $14,892 | $6,281 | $0 | | | $19,056 |
| 783 | North Star Charter School | $0 | 0.0% | $296,299 | 103,418 | 460 | $2.87 | $644 | 82% | 80% | FALSE | $175,053 | $175,053 | $96,537 | $0 | $251,761 | $151,000 | $153,746 |
| 795 | IDAHO ARTS CHARTER SCHOOL | $0 | 0.0% | $254,604 | 68,285 | 306 | $3.73 | $832 | 107% | 103% | TRUE | $151,018 | $151,018 | $64,531 | $0 | $204,179 | $120,105 | $118,328 |
| Totals | | $936,555 | 1.8% | $85,533,718 | 24,544,023 | 106,408 | | | | | | $50,112,951 | $51,049,506 | $22,110,722 | $333 | $1,527,045 | $928,573 | $64,463,014 |

Districts not part of FY10 state totals, but subject to Funding Cap (In-Lieu Only and Virtual)

| Dist # | District Name | District Funding Capped - Reimbursement Reduced By: | Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y) | Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee) | Reimbursable Miles | Riders | Cost Per Mile | Cost Per Rider | Cost Per Mile as a % of State Average | Cost Per Rider as a % of State Average | District Above Both State Average Measures | Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu) | Total Amount Reimbursed Prior to Cap | Block Grant | Prior Year Audit Adjustments | Charter Advance Reimbursed with FY09 for FY10 | Charter Advance Reimbursed with FY10 for FY11 | Final Payment Amount with 10% Cut (2010 SB 1418) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 191 | PRAIRIE ELEMENTARY DISTRICT | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $571 | $571 | $392 | $0 | | | $867 |
| 364 | PLEASANT VALLEY ELEM DIST | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $2,385 | $2,385 | $2,203 | $0 | | | $4,129 |
| 416 | THREE CREEK JT ELEM DISTRICT | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $5,598 | $5,598 | $2,994 | $0 | | | $7,733 |
| 452 | IDAHO VIRTUAL ACADEMY | $0 | 0.0% | $1,322,252 | 0 | 3,098 | $0.00 | $427 | 0% | 53% | FALSE | $1,128,157 | $1,128,157 | $0 | $0 | | | $1,015,341 |
| 457 | INSPIRE VIRTUAL CHARTER | $0 | 0.0% | $308,847 | 0 | 438 | $0.00 | $705 | 0% | 88% | FALSE | $262,520 | $262,520 | $0 | $0 | $264,350 | $180,250 | $160,578 |
| 466 | iSUCCEED VIRTUAL HIGH SCHOOL | $4,464 | 1.0% | $547,033 | 0 | 654 | $0.00 | $836 | 0% | 104% | TRUE | $460,514 | $464,978 | $0 | $0 | $436,382 | $176,232 | $180,328 |
| 474 | Monticello Montessori School | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $0 | $0 | $0 | $0 | | $45,402 | $40,862 |
| 791 | Owl Charter Academy | $0 | 0.0% | $0 | 0 | 0 | $0.00 | $0 | 0% | 0% | FALSE | $0 | $0 | $0 | $0 | | $59,000 | $53,100 |
| Totals | | $4,464 | 0.2% | $2,178,132 | 0 | 4,190 | | | | | | $1,859,745 | $1,864,209 | $5,589 | $0 | $700,732 | $460,884 | $1,462,937 |

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## SUBJECT

Requests for Approval to Transport Students Less than One-and-One-Half Miles for the 2010-2011 School Year

## REFERENCE

| | |
|---|---|
| June, 2010 | Board approved requests from 100 school districts and 12 charter schools to transport students less than one-and-one-half miles. |

## APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

## BACKGROUND/DISCUSSION

According to section 33-1006, Idaho Code, the State Board of Education shall determine what costs of transporting pupils, including maintenance, operation and depreciation of vehicles, insurance, payments under contract with other public transportation providers whose vehicles used to transport pupils comply with federal transit administration regulations, "bus testing," 49 C.F.R. part 665, and any revision thereto, as provided in subsection 4 of this section, or other State Department of Education approved private transportation providers, salaries of drivers, and any other costs, shall be allowable in computing the transportation support program of school districts.

The transportation support program of a school district shall be based upon the allowable costs of transporting pupils less than one and one-half (1½) miles as provided in section 33-1501, Idaho Code, when approved by the State Board of Education.

Standards for Idaho School Buses and Operations states that all school districts submitting applications for new safety busing reimbursement approval shall establish a board policy for evaluating and rating all safety busing requests. The State Department of Education staff shall develop and maintain a measuring instrument model, which shall include an element for validating contacts with responsible organizations or persons responsible for improving or minimizing hazardous conditions. Each applying district will be required to annually affirm that conditions of all prior approved safety busing requests are unchanged. The local board of trustees shall annually, by official action (33-1502, Idaho Code), approve all new safety busing locations. School districts that receive state reimbursement of costs associated with safety busing will re-evaluate all safety busing sites at intervals of at least every three years using the local board adopted measuring or scoring instrument. In order to qualify for reimbursement, the local school board will, by official action, approve the initial safety-busing request and allow the students in question to be transported before the application is sent to the state.

Consideration for reimbursement will be contingent on the application for "Request for Safety Busing Reimbursement" being received by the State Department of Education Transportation Section on or before March 31 of the school year in which the safety busing began. All requests are to be submitted on the safety busing form found on the pupil transportation website. Posted on the web and reminders posted in newsletter prior to March 31.

Requests from various school districts to transport students less than one-and-one-half miles, as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education and are hereby submitted to the State Board of Education for consideration.

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**ATTACHMENTS**

Attachment 1– List of Safety Busing Requests Recommended for Approval Page 3

**BOARD ACTION**

A motion to approve the requests by the one hundred school districts and twelve charter schools for approval to transport students less than one-and-one-half miles as listed in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

## List of Safety Busing Requests Recommended for Approval

Following is a list of previously approved and new safety busing requests from various school districts to transport students less than one-and-one-half miles to and from school. The requests were approved by the local school district boards, and the students in the respective districts are currently being transported. All applications have been reviewed by Department of Education staff and, in our opinion, meet safety-busing criteria.

Boise Independent School District No. 1
This request involves 1,043students attending grades K through 9.

Meridian Jt. School District No. 2
This request involves 2,539 students attending grades K through 12.

Kuna Jt. School District No. 3
This request involves 250 students attending grades K through 8.

Marsh Valley Jt. School District No. 21
This request involves 110 students attending grades K through 12.

Council School District # 13
This request involves 20 students attending grades K through 11.

Pocatello School District No. 25
This request involves 1,424 students attending grades K through 12.

Bear Lake Co. School District No. 33
This request involves 52 students attending grades K through 12.

St. Maries Jt. School District No. 41
This request involves 82 students attending grades K through 8.

Plummer/Worley Jt. School District No. 44
This request involves 64 students attending grades K through 12.

Snake River School District No. 52
This request involves 118 students attending grades K through 12.

Blackfoot School District No. 55
This request involves 374 students attending grades K through 12.

Aberdeen School District No. 58
This request involves 111 students attending grades K through 12.

Firth School District No. 59
This request involves 50 students attending grades K through 12.

Shelley Jt. School District No. 60
This request involves 303 students attending grades K through 6.

Blaine Co. School District No. 61
This request involves 507students attending grades K through 12.

Garden Valley School District No. 71
This request involves 15 students attending grades K through 12.

Basin School District No. 72
This request involves 16 students attending grades K through 12.

Horseshoe Bend School District No. 73
This request involves 70 students attending grades K through 12.

West Bonner Co. School District No. 83
This request involves 83 students attending grades K through 8.

Lake Pend Oreille School District No. 84
This request involves 145 students attending grades K through 6.

Idaho Falls School District No. 91
This request involves 1,406 students attending grades K through 12.

Swan Valley School District No. 92
This request involves 8 students attending grades K through 8.

Bonneville Jt. School District No. 93
This request involves 1,668 students attending grades K through 12.

Boundary County School District No. 101
This request involves 92 students attending grades K through 12.

Butte County Jt. School District No. 111
This request involves 58 students attending grades K through 12.

Camas County School District No.121
This request involves 3 students attending grades 1 through 12.

Nampa School District No. 131
This request involves 2,726 students attending grades K through 12.

Caldwell School District No. 132
This request involves 952 students attending grades K through 12.

Wilder School District No. 133
This request involves 108 students attending grades K through 12.

Middleton School District No. 134
This request involves 414 students attending grades K through 12.

Notus School District No. 135
This request involves 72 students attending grades K through 12.

Melba Jt. School District No. 136
This request involves 37 students attending grades K through 11.

Parma School District No. 137
This request involves 52 students attending grades K through 5.

Vallivue School District No. 139
This request involves 1,118 students attending grades K through 12.

Grace Jt. School District No. 148
This request involves 13 students attending grades K through 6.

North Gem School District No. 149
This request involves 21 students attending grades K through 12.

Soda Springs Jt. School District No. 150
This request involves 148 students attending grades K through 12.

Cassia Co. Jt. School District No. 151
This request involves 489 students attending grades K through 12.

Clark Co. School District No. 161
This request involves 36 students attending grades K through 12.

Orofino Jt. School District No. 171
This request involves 45 students attending grades K through 7.

Challis Jt. School District No. 181
This request involves 34 students attending grades K through 12.

Mackay Jt. School District No. 182
This request involves 37 students attending grades K through 12.

Glenns Ferry Jt. School District No. 192
This request involves 150 students attending grades K through 12.

Mountain Home School District No. 193
This request involves 260 students attending grades K through 12.

Preston Jt. School District No. 201
This request involves 238 students attending grades K through 8.

West Side Jt. School District No. 202
This request involves 181 students attending grades K through 12.

Fremont Co. Jt. School District No. 215
These request involves236 students attending grades K through 12.

Emmett Independent School District No. 221
This request involves 202 students attending grades K through 9.

Gooding Jt. School District No. 231
This request involves 262 students attending grades K through 12.

Wendell School District No. 232
This request involves 65 students attending grades K through 12.

Hagerman Jt. School District No. 233
This request involves 27students attending grades K through 12.

Bliss Jt. School District No. 234
This request involves 46 students attending grades K through 12.

Cottonwood Jt. School District No. 242
This request involves 70 students attending grades K through 8.

Salmon River Jt. School District No. 243
This request involves 5 students attending grades 1 through 5.

Mountain View School District No. 244
These request involves109 students attending grades K through 12.

Jefferson Co. Jt. School District No. 251
This request involves 397 students attending grades K through 12.

Ririe School District No. 252
This request involves 83 students attending grades K through 12.

West Jefferson School District No. 253
This request involves 98 students attending grades K through 12.

Jerome Jt. School District No. 261
This request involves 166 students attending grades K through 8.

Coeur d'Alene School District No. 271
This request involves 489 students attending grades K through 8.

Lakeland School District No. 272
This request involves 246 students attending grades K through 12.

Post Falls School District No. 273
This request involves 953 students attending grades K through 12.

Kootenai School District No. 274
This request involves 7 students attending grades K through 12.

Moscow School District No. 281
This request involves238 students attending grades K through 12.

Genesee School District No. 282
This request involves 38 students attending grades K through 12.

Kendrick School District No. 283
This request involves 2 students attending grades K through 12.

Potlatch School District No. 285
This request involves 68 students attending grades K through 12.

Troy School District # 287
This request involves 52 students attending grades K through 9.

Salmon School District No. 291
This request involves 130 students attending grades K through 12.

Kamiah Jt. School District No. 304
This request involves 115 students attending grades K through 12.

Shoshone Jt. School District No. 312
This request involves 151 students attending grades K through 12.

Dietrich School District No. 314
This request involves 10 students attending K through 8.

Richfield School District No. 316
This request involves 15 students attending K through 12.

Madison School District No. 321
This request involves 512 students attending grades K through 7.

Sugar-Salem Jt. School District No. 322
This request involves 89 students attending grades K through 12.

Minidoka Co. Jt. School District No. 331
This request involves 583 students attending grades K through 8.

Lapwai School District No. 341
This request involves 89 students attending grades K through 12.

Culdesac School District No. 342
This request involves 5 students attending grades 2 through 11.

Oneida Co. School District No. 351
This request involves 108 students attending grades K through 12.

Marsing Jt. School District No. 363
This request involves 77 students attending grades K through 7.

Homedale Jt. School District No. 370
This request involves 284 students attending grades K through 8.

Payette Jt. School District No. 371
This request involves 552 students attending grades K through 12.

New Plymouth School District No. 372
This request involves 74 students attending grades K through 10.

Fruitland School District No. 373
This request involves 180 students attending grades K through 12.

American Falls Jt. School District No. 381
This request involves 54 students attending grades K through 8.

Rockland School District No. 382
This request involves 19 students attending grades K through 12.

Arbon Elementary School District No. 383
This request involves 2 students attending grades 1 through 4.

Kellogg Jt. School District No. 391
This request involves 102 students attending grades K through 5.

Wallace School District No. 393
This request involves 62 students attending grades K through 12.

Teton Jt. School District No. 401
This request involves 62 students attending grades K through 5.

Twin Falls School District No. 411
This request involves 725 students attending grades K through 12.

Buhl Jt. School District No. 412
This request involves 140 students attending grades K through 12.

Filer School District No. 413
This request involves 126 students attending grades K through 12.

Kimberly School District No. 414
This request involves 214 students attending grades K through 12.

Hansen School District No. 415
This request involves 58 students attending grades K through 11.

Castleford Jt. School District No. 417
This request involves 8 students attending grades K through 12.

Murtaugh School District No. 418
This request involves 24 students attending grades K through 9.

McCall-Donnelly Jt. School District No. 421
This request involves 143 students attending grades K through 12.

Cascade School District No. 422
This request involves 9 students attending grades 1 through 10.

Weiser School District No. 431
This request involves 248 students attending grades K through 12.

Cambridge Jt. School District No. 432
This request involves1 student attending grade 1

Midvale School District No. 433
This request involves 8 students attending grades K through 12.

Victory Charter No. 451
This request involves 10 students attending grades K through 12.

Compass Public Charter No. 455
This request involves 28 students attending grades K through 8.

Falcon Ridge Charter No. 456
This request involves 30 students attending grades K through 8.

Liberty Charter No. 458
This request involves 11 students attending grades K through 12.

Garden Community Charter No. 459
This request involves 6 students attending grades K through 8.

Vision Charter No. 463
This request involves 66 students attending grades K through 12.

White Pine Charter School No. 464
This request involves 155 students attending grades K through 8.

North Valley Academy No. 465
This request involves 20 students attending grades K through 12.

Wings Charter Middle No. 467
This request involves 59 students attending grades K through 8.

Idaho Science and Tech Charter School No. 468
This request involves 1 students attending grades 1 through 8.

Blackfoot Com. Charter No. 773
This request involves 10 students attending grades K through 5.

North Star Charter School No. 783
This request involves1 student attending grades K through 12.

Thomas Jefferson Charter No.787
This request involves 19 students attending grades K through 11.

Idaho Arts Charter No. 788
This request involves 45 students attending grades K through 12.

Owl Charter Academy No. 791
This request involves 2 students attending grades K through 5.