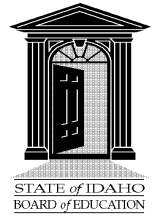


**STATE BOARD OF EDUCATION SPECIAL MEETING
September 9, 2011
Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Room 302
Boise, Idaho**



Teleconference Number: (877) 807-5706, Public Participant Code: 996241

Friday, September 9, 2011, 2:00 p.m. (MDT)

BUSINESS AFFAIRS & HUMAN RESOURCES

1. University of Utah School of Medicine Contract
2. Boise State University – Construction of Dona Larsen Park Facilities

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

3. System-wide Blackboard Contract
4. Institution Mission Statements

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

5. Proposed Rule – IDAPA 08.02.03 – Rules Governing Thoroughness, Online Learning Graduation Requirement

BUSINESS AFFAIRS & HUMAN RESOURCES

6. Idaho Division of Vocational Rehabilitation – FY 2012 Supplemental Budget Request
7. FY 2013 Line Item Request – Clarification (information item)

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011**

SUBJECT

Amend University of Utah School of Medicine (UUSOM) Contract

REFERENCE

February 2011

Board approved renewal of UUSOM contract

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.(a)

BACKGROUND / DISCUSSION

Board staff worked closely with UUSOM staff in reviewing and updating the contract which was approved by the Board at its February 2011 meeting. However, when the contract was sent to UUSOM for signature, UUSOM discovered an error in their calculations of the annual support fee. Upon review, Board staff agreed. The total annual support fee that the Board agrees to pay UUSOM for each Idaho resident student enrolled at UUSOM under this agreement for the 2011-12 academic year should be \$38,758 instead of \$37,600. Thereafter, the annual support fee for each Idaho resident student shall increase by the Higher Education Cost Adjustment (HECA) index.

IMPACT

Renewal of the revised contract will continue to provide a cost-effective way for Idaho students to attend medical school.

ATTACHMENTS

Attachment 1 – University of Utah Medical Contract

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the three-year contract between the University of Utah School of Medicine and the State Board of Education as submitted, and to authorize the Executive Director of the State Board of Education to execute the contract on behalf of the Board.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

THIS PAGE INTENTIONALLY LEFT BLANK

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

**FOR THE PROVISION OF MEDICAL SCHOOL OPPORTUNITIES
TO RESIDENTS OF THE STATE OF IDAHO**

This Agreement ("Agreement") is executed this ____ day of _____, 2011, between the University of Utah, on behalf of its School of Medicine, located in Salt Lake City, Utah (hereinafter referred to as the "School"), and the Idaho State Board of Education, located in Boise, Idaho, on behalf of the state of Idaho (hereinafter referred to as "SBOE").

WHEREAS, the School has an established, fully accredited, four-year M.D. degree granting School of Medicine, and no such degree is offered by an Idaho public higher education institution; and

WHEREAS, the parties hereto wish to enter into a cooperative program under which the School will reserve for qualified Idaho resident students positions in the School at the in-state tuition and fee rate established by the School for residents of the state of Utah, and SBOE will make annual support fee payments in support of such Idaho resident students enrolled pursuant to this Agreement, which cooperative program will benefit both parties in reducing costs, and will improve other benefits to both parties; and

WHEREAS, the School is dedicated to the improvement of health care delivery in the Intermountain region, which includes the states of Utah and Idaho; and

WHEREAS, the parties hereto anticipate that this cooperative program will result in significant progress in improving health care delivery, especially rural health care, in the Intermountain region.

NOW THEREFORE, it is mutually agreed as follows:

1. Positions Reserved for Idaho Resident Students.

(a) Each academic year upon agreement of both parties, the School will reserve eight (8) new positions in its entering class pursuant to this Agreement for Idaho resident students seeking an M.D. degree. The SBOE will determine the eligibility of Idaho resident students who wish to participate in the cooperative program covered by this Agreement, however Idaho students applying to the joint MD/PhD program at the School shall not be eligible to participate under this cooperative program. The SBOE delegates to Idaho State University (ISU), located in Pocatello, Idaho, the responsibility of designating those students who meet Idaho residency criteria and who are eligible to receive the benefits of this Agreement, except that applicants to the School who also apply to the University of Washington School of Medicine only will be required to submit an Idaho Residency Determination Worksheet to certify residency through one institution (either ISU or the University of Idaho (UI), located in Moscow, Idaho). UI automatically provides certifications for verification to the School. The regular course of instruction to receive an M.D. degree at the School is four (4) years.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

(b) If an Idaho resident enrolled at the School pursuant to this Agreement permanently withdraws or is dismissed prior to completion of the M.D. degree, then the next academic year the School may accept another eligible Idaho resident student who is currently enrolled in the School's program in consultation with the SBOE. In such event, an Idaho resident student shall assume the vacant position of the Idaho resident student who has withdrawn or was dismissed. However, such student shall only receive the benefits of this Agreement for the remaining years of eligibility for the Idaho resident student who withdrew or was dismissed prior to completion of the M.D. degree.

(c) An Idaho resident enrolled at the School pursuant to this Agreement may request a leave of absence with the approval of both the School and SBOE, which will generally be granted for purposes such as participating in an academic program intended to further such student's training in the field of medicine, or for cases of significant hardship and to the extent such leave is otherwise consistent with the practices and policies of the School. In such event, an Idaho resident student shall not be permitted to assume the temporary vacant position of the Idaho resident student on leave of absence, without the approval of the SBOE. At no time will any student be sponsored by the SBOE for more than a total of four (4) years.

(d) Unless the student withdraws or is dismissed as contemplated in paragraph 1(b) above, each Idaho resident student enrolled at the School under this cooperative program (including a student on leave of absence pursuant to paragraph 1(c) above) shall be permitted to continue at the School until such student has finished the regular course of instruction required to receive the M.D. degree (i.e.: four (4) years of academic instruction); notwithstanding, funding for such student under this Agreement is subject to the limitations described in Section 7 of this Agreement and the student's obligations with respect to the payment of tuition as described at Section 5 of this Agreement. The regular course of instruction may be increased or decreased for a particular student on a case by case basis as agreed upon by the School and SBOE. At no time will any student be sponsored by the SBOE for more than a total of four (4) years.

(e) An Idaho resident student who is offered and accepts a reserved position shall, from that point forward in such student's course of instruction at the School, be considered a resident of Idaho, notwithstanding establishment of legal residence in the state of Utah.

(f) Except as otherwise permitted by this Agreement, the number of positions reserved each year may be increased or decreased only by mutual written consent of both parties to this Agreement.

2. Admission Requirements.

(a) All Idaho resident students designated as eligible for benefits under this Agreement must apply for admission to the School in accordance with the regular admission procedures of the School, which includes the application process of the American

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

Medical College Application Service, and the screening criteria and interview procedures developed by the School.

(b) The School agrees to designate at least two Idaho licensed physicians approved by SBOE to serve on the School's Admissions Selection Committee for the purpose of assisting in the selection of the Idaho resident students to be admitted pursuant to this Agreement. The Assistant Dean for Idaho Affairs will also serve as a member of such Admissions Selection Committee. The Idaho licensed physicians will also participate as full voting members in selection deliberations involving Idaho resident student applicants. Idaho physicians may participate by teleconference but if they attend in person, then the SBOE will be responsible for all SBOE pre-approved travel expenses related to the Idaho licensed physicians serving on the Admissions Committee, in accordance with Idaho State Board of Examiner's travel policies. The Dean of the School, or his designee, shall have final authority over the acceptance or rejection of Idaho student applicants.

3. Rules and Regulations. Except as otherwise expressly provided for in this Agreement, Idaho resident students holding reserved positions shall be subject to the same academic, disciplinary, and other rules, regulations, requirements, and privileges that are applicable to all other students in the School.

4. Clinical Rotations in Idaho. The School will encourage Idaho sponsored students to participate in shadowing Idaho physicians after the first year of school and will offer electives during the senior year of school. As part of the regular course of instruction for an M.D. degree, students participate in ambulatory clinical rotations during the third year of training. The parties agree that the Idaho resident students enrolled pursuant to the cooperative program covered by this Agreement shall serve such ambulatory clinical rotations at facilities in the state of Idaho, to the extent such opportunities are reasonably available. Upon a showing of hardship by the Idaho resident student, this requirement that an ambulatory clinical rotation occur at a facility in the state of Idaho may be waived by the SBOE. The coordination of such ambulatory clinical rotations shall be the responsibility of the School. The School shall report annually to the SBOE on the status of student rotations in the state of Idaho.

5. Tuition. Idaho resident students who are enrolled under the provisions of this Agreement shall be assessed the tuition and fees established for Utah resident students. In addition, Idaho resident students may be assessed any additional tuition and fees that may be required by law, required by SBOE, or are otherwise necessary to cover any shortfall between the Annual Support Fee (as defined below) and the tuition and fees established for non-resident students.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

6. Annual Support Fee and Payments.

(a) The total annual support fee that SBOE agrees to pay the School for each Idaho resident student enrolled in the School under this cooperative program for the 2011-12 academic year shall be \$38,758 per Idaho resident student which is the amount appropriated by the State of Idaho (the "Annual Support Fee"). Thereafter, the parties agree that the Annual Support Fee for each Idaho resident student shall increase by an amount which is equal to the increase in the Higher Education Cost Adjustment (HECA) index. The index used shall be the published HECA index for the most recently available year preceding the academic year.

(b) The SBOE's annual support fee obligation each academic year shall be for Idaho resident students enrolled in the cooperative program. The annual support fee for any student(s) on a leave of absence pursuant to Section 1(c) of this Agreement shall be placed in an escrow account by the School to be used upon a student's return to the School. If a student does not return to the School, moneys in the escrow account will be returned to the State of Idaho through the SBOE consistent with the terms of Section 8 of this Agreement.

(c) The SBOE agrees to make the annual support fee payment to the School within thirty (30) days after receiving from the School the annual support fee statement, which details the Idaho resident students enrolled under this Agreement.

(d) SBOE's payment obligation for each Idaho resident student enrolled in the School pursuant to this Agreement will continue for the length of enrollment of each Idaho resident student in the School. The receipt of any scholarship by an Idaho resident student, including any federal scholarship, will not reduce the SBOE's obligation under this Agreement.

(e) The School agrees to collect the incentive fee assessed by SBOE pursuant to Idaho Code §33-3723, establishing the Idaho Rural Physician Incentive Program. Each academic year SBOE will notify the School of the amount to be collected from each Idaho resident student enrolled pursuant to this cooperative program for that school year. The School will collect the fee from all Idaho sponsored students, and promptly transfer such funds to SBOE.

7. Legislative Appropriation.

- (a) SBOE agrees that it will include support obligations which it anticipates will become due as a result of this Agreement in each budget submitted to the Idaho Legislature, and will use good faith efforts to secure appropriations to meet such anticipated obligations. However, if the Idaho Legislature fails to appropriate an amount of money sufficient to meet the total amount due to the School for an academic year, then SBOE will not be obligated for support fee payments beyond the funds appropriated. If the Idaho Legislature appropriates an amount

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

of money insufficient to meet the total amount due to the School for an academic year, then each Idaho resident student who determines to remain in the program shall be responsible for the difference between the annual support fee and the per student appropriation.

- (b) If the Idaho Legislature fails to make any appropriation or otherwise determines to discontinue Idaho's participation in this cooperative program, then in such event the School will not be obligated to reserve any positions in future entering classes, and the School agrees to permit each Idaho resident student enrolled under this Agreement to continue in the course of instruction leading to the M.D. degree, so long as a satisfactory academic record is maintained and the Idaho resident student pays the applicable tuition and fees. Under these circumstances, the School will have the right to charge each Idaho resident student the tuition and fees established for non-resident students.

8. Refunding of Annual Support Fee. In the event an Idaho resident student enrolled pursuant to this Agreement is terminated during an academic year for any reason, then the School will refund to SBOE the annual support fee payment made on behalf of such student, subject to the same rules and regulations as apply generally to the refund of tuition and fees to medical students enrolled in the School that terminate their course of study during an academic year.

9. Information to SBOE. The School will submit an annual report to SBOE on or before August 31 of each year of this Agreement, which shall include the names of students accepted for the upcoming school year, and a report on the academic progress of continuing students enrolled under this Agreement. From time to time, as information is necessary for the successful operation of this cooperative program, the School will, upon reasonable request, make additional reports to the SBOE. Such information is limited to that permitted to be disclosed by the School to the SBOE under the Family Education Rights and Privacy Act, 20 U.S.C.A. § 1232g, as amended.

10. Term and Termination. The effective date of this Agreement shall coincide with the beginning of the 2011-2012 academic year of the School, and will expire at the conclusion of the 2013-2014 academic year of the School. Notwithstanding, this Agreement may be terminated by either party prior to the expiration date for any reason upon 30 days written notice to the other party. The parties agree that the expiration or termination of this Agreement shall not affect: (a) the School's obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, and (b) SBOE's support fee obligation with respect to Idaho resident students enrolled under this Agreement at the time of expiration or termination who have not finished their course of study, unless such students withdraw or are dismissed as discussed in Section 1(b) hereinabove. This Agreement may not be modified or amended except by a written instrument executed by both parties. If full payment by the SBOE is not made by the due date for such payment, then the Agreement may be terminated immediately, except as it applies to individual Idaho resident students currently enrolled at the School at the time of such termination.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011**

11. Notice. All notices and other communications shall be addressed as follows:

Idaho State Board of Education

Dr. Mike Rush
Executive Director
Office of the State Board of Education
PO Box 83720
Boise, ID 83720-0037

University of Utah

Dr. A. Lorris Betz
Senior Vice President for Health Sciences
University of Utah School of Medicine
50 North Medical Drive
Salt Lake City, UT 84132-0001

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement on this ____ day of _____, 2011.

IDAHO STATE BOARD OF EDUCATION

UNIVERSITY OF UTAH

Executive Director
Idaho State Board of Education

Senior Vice President for Health
Sciences
University of Utah

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011**

BOISE STATE UNIVERSITY

SUBJECT

Construction of Dona Larsen Park Facilities

REFERENCE

April 2007	The State Board of Education approves East Junior High Purchase Agreement
June 2007	Board approves East Junior High land swap, joint use agreement and master plan illustration
August 2009	Board approves request for East Junior High demolition
December 2010	Board approves Bronco Stadium Expansion Projects (Including the relocation of Track and Field to Dona Larsen Park)
February 2011	Board approves request to for Bronco Stadium Expansion Project Master Plan and Phase I Design
August 2011	Board denies request to proceed with construction of Dona Larsen Park Facilities

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I and V.N

BACKGROUND/DISCUSSION

In February 2011 the State Board of Education authorized Boise State University to proceed with design of Phase I of the Bronco Stadium Expansion Project. Phase I of the project includes the relocation of track and field to Dona Larsen Park and the design of the football complex. This request is for approval to proceed with construction of facilities and improvements to Dona Larsen Park; the University will return to the Board with a separate request for approval to construct the football complex at a later date.

Following standard Division of Public Works (DPW) processes the University has retained McAlvain Construction (with Hummel Architects) as the design-builder for the Dona Larsen Park improvements. McAlvain has completed design documents and updated costs estimates. The final design includes:

- Eight lane running track
- Areas for jumping and throwing events
- Synthetic turf football field
- Support systems including audio and lighting
- Approximately 5,200 bleacher seats
- Track and field press box

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

- Shared support facilities including restrooms, locker rooms, concession stands, ticket booths, storage facilities and on-site parking for 65-75 vehicles.

In addition, McAlvain has undertaken the design of softball facilities at Dona Larsen Park. If sufficient funds remain to construct softball facilities in concert with the track and field facilities, this work will be completed as well.

In August 2011 the Board denied the University's request to proceed with construction of facilities at Dona Larsen Park citing a lack of adequate parking giving rise to safety concerns for pedestrians, particularly high school students, crossing major arterial streets to attend events held at the Park.

The University and the Boise School District are both committed to ensuring the safety of every individual who attends an event at the Dona Larsen Park. To that end, prior to the start of each athletic season, the University will convene a group of relevant agencies to review, update, and where necessary refine safety plans and event management approaches. This same group will reconvene in advance of any significant large event to verify all protocols and approaches. The standing participants of this group will include Boise State University (Departments of Transportation and Parking, Athletics and Security), Boise School District, City of Boise (Boise Police, Boise Parks and Recreation (as needed), and other City divisions as needed), Ada County Highway District, County Paramedics, and other groups as appropriate.

The group will review the operations and safety plan and where necessary make adjustments based upon on agency feedback and experience with prior events. The result will be a timely plan with a high-level of specificity for event operations. Attachment 3 provides a detailed safety operations plan developed by the University and Boise School District staff; this plan will be further refined and adjusted by the above-mentioned group prior to the start of events in 2012.

During the planning and design phase of Dona Larsen Park, provisions for the safety and security of event participants and spectators were developed resulting in operational and user groups plans for shuttle services, staffing, and traffic control plans agreeable to all parties. The parking and shuttle plan was approved by the Independent School District of Boise City and The City of Boise, Planning and Zoning Department, and Ada County Highway District. Copies of the letters of approval are attached as Attachments 4, 5 and 6.

In addition to pedestrian safety, parking and shuttle plans, Attachment 3 also provides an estimated schedule of events including the frequency and approximate attendance for each event category. Attachment 3 highlights include:

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

1. On-Site parking for approximately 81 vehicles will be provided. These spaces will include parking for emergency vehicles, department vehicles and daily parking for events with an approximate attendance of 200 or fewer. Such events would be practices and low-attendance softball games.
2. The on-site parking lot provides for the safe loading and unloading of school buses and shuttles for attendees and participants.
3. Additional parking is contracted in reasonable proximity (within 200 yards) across Park Center Boulevard in the URS/WGI complex. This facility has approximately 1,700 parking spaces and will fully accommodate most events. For the few events needing additional parking, space will be provided in lots on the Boise State University Campus.
4. Accessible shuttle service will be provided to/from URS/WGI and the Dona Larsen Park facility and to/from Boise State University parking lots as needed. Page 2 of Attachment 3 indicates the URS/WGI shuttle route in red, and BSU route in Blue.
5. The University will establish a pedestrian safety zone adjacent to the URS Lot #1 as indicated on page 3 of Attachment 3. URS lots #2 and #3 have a significant landscape barrier and a generous sidewalk between the parking facilities and the street as indicated in the photos on page 3 of Attachment 3. Existence of this natural barrier will effectively eliminate pedestrian access for crossing Parkcenter to the north at this point and allows our emphasis on the pedestrian safety zone to be concentrated near URS Lot #1 further to the west.

During in-bound traffic for events, the pedestrian safety zone will be on the south-side of Park Center Boulevard. Pedestrian traffic control devices such as ultra panels or delineators will be used in conjunction with flagging or caution tape to deter walking in the street. In addition, police and/or private security will patrol the safety zone and engage individuals trying to walk into the street, directing patrons to the crosswalk. The number of police or security used will be determined on an event by event basis based on the expected attendance. The final barricading plan will be developed in conjunction with ACHD or other appropriate agency or land owner. During out-bound traffic, the safety barricades and police/security patrol will switch to the north-side of the road and perform the same function for exiting traffic.

6. Operations staff will monitor pedestrian traffic and if needed, establish an additional pedestrian safety zone along Broadway Avenue near the entrance to the facility and between URS lots 2 and 3.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

IMPACT

Based on design documents construction costs for these improvements are estimated at \$5,564,000. With additional project costs associated with DPW, University expenses, other soft costs and contingencies, the total project budget is \$6 million, as seen in Attachment 1. This budget includes the design fees associated with this project and approved by the Board in February 2011. The source of funds for construction is \$6 million in cash from private gifts.

Multiple contracts may be awarded and the University will proceed with the purchase and installation of furniture, fixtures and equipment if budget authorization is sufficient under the approved action of this agenda item.

ATTACHMENTS

Attachment 1 - Project Budget	Page 7
Attachment 2 - Capital Project Tracking Form	Page 8
Attachment 3 - Dona Larsen Park Transportation and Parking Plan	Page 9
Attachment 4 - Letter, Independent School District of Boise City	Page 15
Attachment 5 - Letter, City of Boise, Planning and Zoning	Page 17
Attachment 6 - Letter, Ada County Highway District	Page 23
Attachment 7 – Power Point Presentation	Page 45

STAFF COMMENTS AND RECOMMENDATIONS

As explained in the Background/Discussion above, Boise State University (BSU) is bringing for the Board's reconsideration an agenda item which was rejected at the August meeting.

Following the Board's action in August, BSU went back to the Boise School District (BSD) to discuss the Board's concerns surrounding the limited on-site parking and the safety of spectators walking to the Dona Larsen Park from off-site parking. BSD, as an urban school district, assured BSU it had taken into account these issues surrounding spectator parking, and they remain highly supportive of the project.

BSU and BSD representatives will be available to discuss and explain the proposed transportation and parking plan.

In an August 30, 2011 conference call with BSU, Board Member Lewis suggested it would be desirable for BSD to indemnify BSU and the Board for any personal injuries sustained by spectators in route from off-site parking to high school athletics events held at the Park.

The Board will need to weigh whether BSU and BSD have satisfactorily addressed the parking and safety concerns raised at the August 2011 meeting.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

A motion to reconsider must be made by a Board member who voted with the prevailing side at the August 2011 meeting. The Motion failed 1-5 (Mr. Westerberg voted aye).

BOARD ACTION

I move to reconsider the motion of August 11, 2011, wherein the request to approve Boise State University's request to construct facilities and improvements for Dona Larsen Park was rejected.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve Boise State University's request to construct facilities and improvements for Dona Larsen Park for an amount not to exceed \$6 million.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

THIS PAGE INTENTIONALLY LEFT BLANK

Attachment 1

**Architectural & Engineering Services
Project Budget**

Project Number:	DPW11-205
Project Title:	Dona Larsen Park
Date:	7/7/2011

Category	Budget
Architectural Fees	See Note 1
Commissioning, Testing, Plan Check, Etc.	20,200
Construction Costs	5,564,000
Construction Contingency	149,100
Subtotal	5,733,300

University Costs	183,333
Project Contingency	83,367

Total Project	\$ 6,000,000
----------------------	---------------------

Note 1
Due to design/build delivery method for this project Architectural Fees are within the construction contract costs of \$5,564,000. Design fees are estimated at \$210,000 for this portion of the project.

1	Institution/Agency:	Boise State University	Project:	Dona Larsen Park
2	Project Description:	Construction of Dona Larsen Park		
3	Project Use:	Construction and relocation of track and field events and related facilities		
4	Project Size:	Track and Field facilities to support maximum audience of 5200		

²³ **Note 1:** Due to design/build delivery method planning fees are within the construction contract amount of \$5,733,300, planning fees estimated at \$210,000

[illegible]

**BOISE STATE UNIVERSITY – DONA LARSEN PARK
TRANSPORTATION AND PARKING MANAGEMENT PLAN**

Overview – The Dona Larsen Park (DLP) Facility will be managed by Boise State University Athletics and will support Bronco sports, Boise Public School sports (football and track), and other community activities. The parking and transportation plan proposed by Boise State University is intended to minimize the impact to the surrounding neighborhood while supporting the operational requirements of the facility. The Boise School District has reviewed and supports this plan, and in Addendum 1 to this document, the Boise School District describes the supplemental activities to be performed by the District to assist in traffic and parking demand management. Prior to operation a residential parking permit program will be in place as required by Boise City.

The site layout provides for 81 parking spaces. These spaces will be used on a daily basis by Athletic maintenance vehicles, facility operations staff and on a seasonal basis by track and field coaches and athletes and softball coaches and athletes.

Objectives –

- Provide safe, affordable, proximate and secure parking options for event attendees and spectators.
- Provide special focus on pedestrian safety by way of a pedestrian safety plan.
- Provide sufficient onsite parking for facility operations staff, event management staff, coaches, officials, emergency personnel, participants, and those with accessibility needs with remaining parking being provided to spectators.
- Minimize parking and congestion issues in the immediate neighborhood.

Events – The facility will host Bronco Track and Field meets, softball games, Boise Public School football games, youth track meets and other similar activities. Including Bronco practices, the facility is expected to accommodate over 300 events annually ranging in size from 20 to 6,000 attendees. These events will occur weekdays and weekends, during the day and at night from February to May and from August to November.

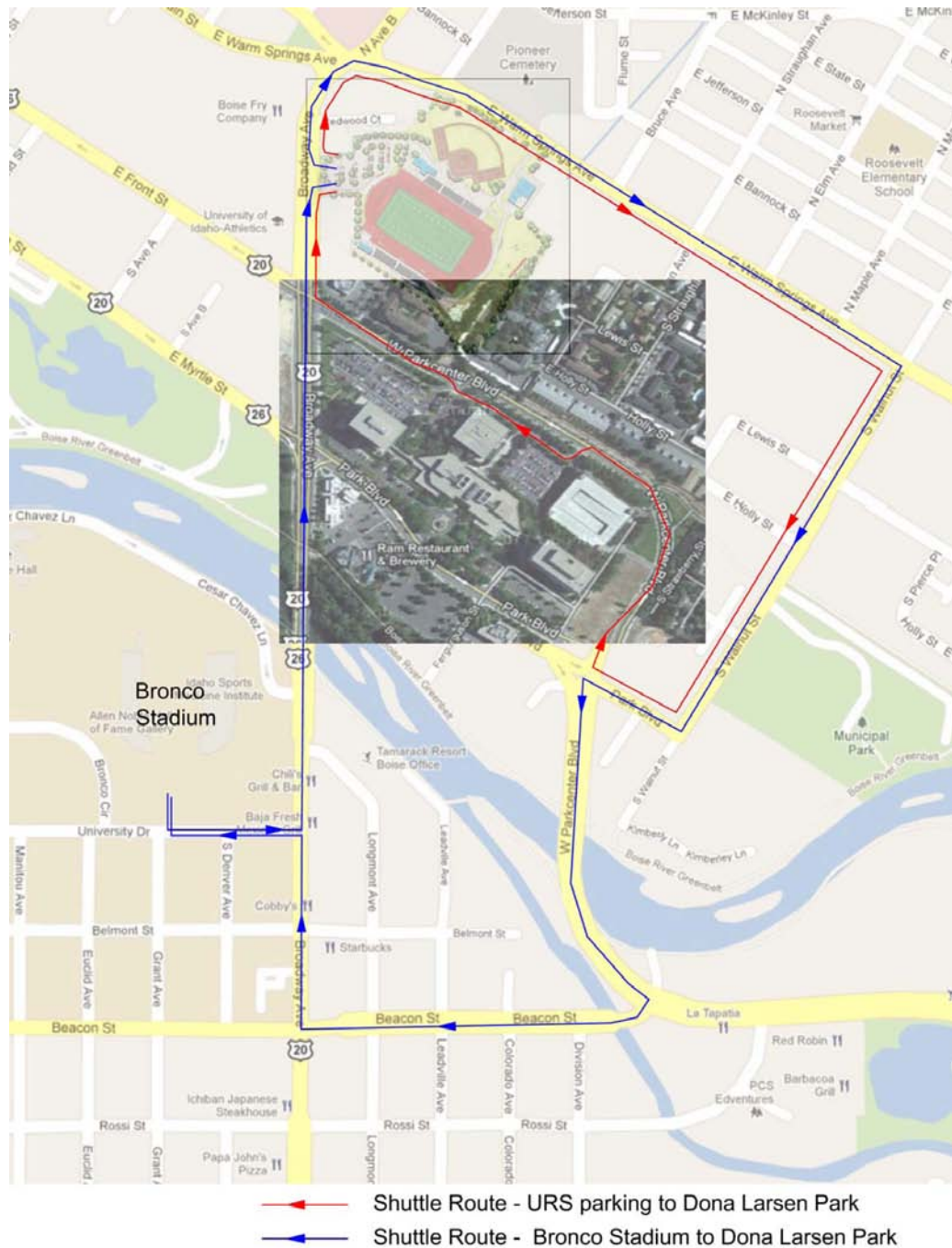
		Event Size (Attendance)					Off-Site Parking Venue	
		Practices	1-250	251-500	501-1000	1001-3000	>3000	URS BSU
BSU Events	260	8	5	5	0	0		0 ¹ 13 ²
Non-BSU Events	0	0	0	9	7	10		20 6 ¹
TOTAL	260	8	5	14	7	10		20 19

1.URS parking not available before 5pm on weekdays.

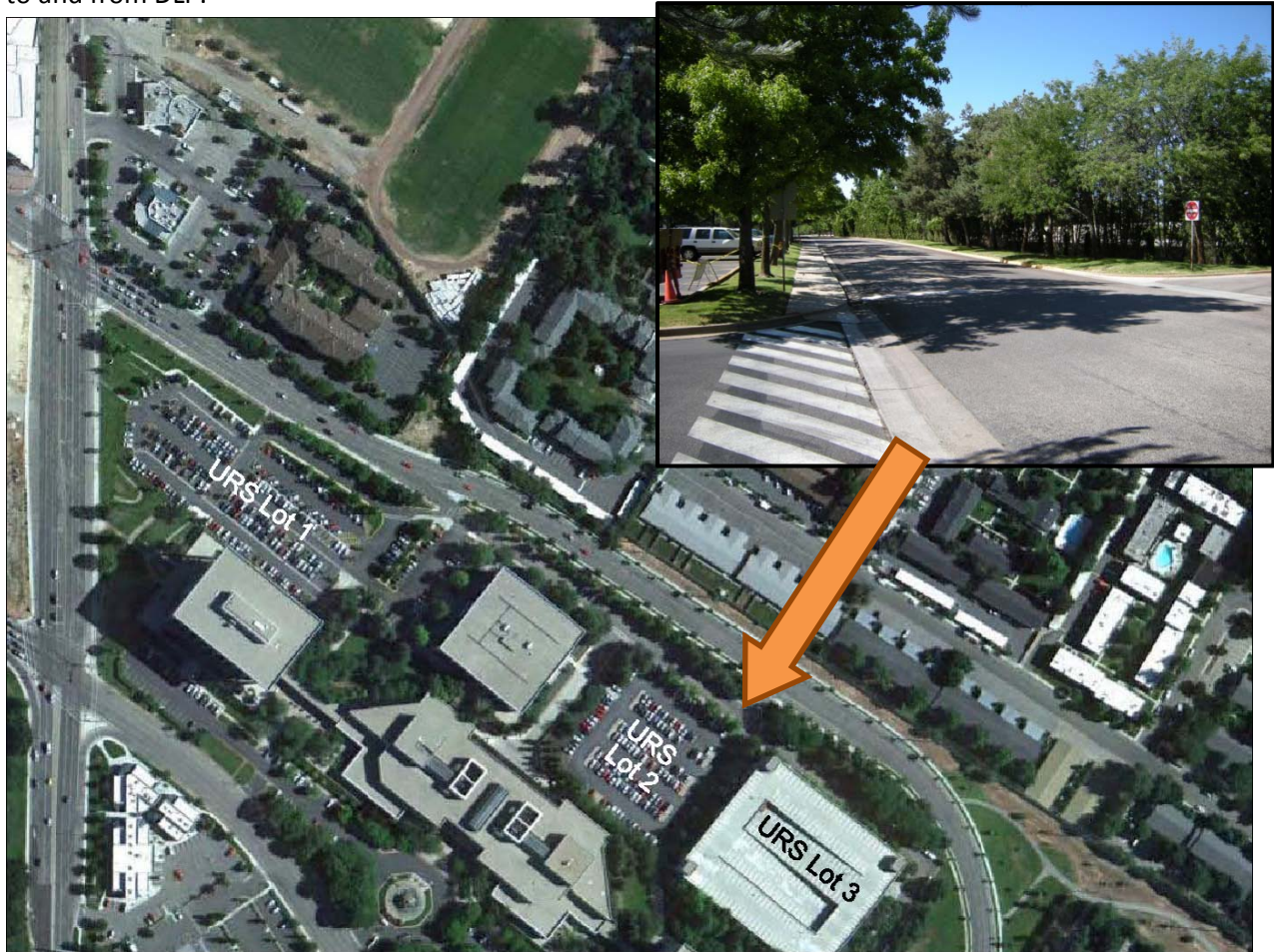
2. On-site parking accommodates 5 BSU Events.

Parking Facilities – In addition to the on-site parking, Athletics has secured the use of parking in the URS/WGI complex located within 200 yards of the DLP. This facility contains 1700 parking spaces and is

available for between \$3 and \$5 after 5pm on weekdays and on weekends. Boise State University will make available parking on the main campus for any additional parking needed to support DLP events. A fee will be charged for parking on the Boise State campus. Shuttles will be used to bring attendees from external parking facilities to DLP.



Pedestrian Safety Plan – A Pedestrian Safety Plan will be in effect when events at DLP require parking at URS. This is anticipated to occur approximately 20 times per year and Boise State will work with the Boise School District, ACHD, Boise City and others to deploy pedestrian traffic control devices and station police and/or security as needed in pedestrian safety zones to safely manage pedestrian traffic to and from DLP.





Shuttle Support – Boise State University will provide shuttle service from the URS and Boise State Main Campus to events. Busses will drop off athletes and other participants at DLP and will park at either the Stadium or URS lots. Shuttle support will also be used to transport Boise State student athletes from the main campus to DLP.

Bus Drop Off and Parking – Busses will follow the shuttle route into DLP and will drop off their passengers. They will exit following the shuttle routes and will be staged on the main campus or an alternate site coordinated by Boise State University Transportation & Parking Services.

Residential Parking District – Prior to operation of the facility, Boise State University will work with Boise City officials and the East End Neighborhood Association to submit a request to the Boise City Council to establish a residential parking district.

ATTACHMENT 3

	Daily Required Parking for Operations	Number of Events Per Year	Estimated Daily Attendance	Demand Ratio	Attendee Spaces	Bus Spaces ¹	Total Spaces Required	DLP (72) ²	URS ³	BSU ⁴	Shuttle
BSU Events	Bronco Track Practice	120	100	2.25	45	0	45	45			N
	Bronco Track Competitions	3	200	2.75	73	0	73	73			N
	Bronco Softball Practice	140	20	2	10	0	10	10			N
	Bronco Softball Games	2	150	2.75	55	3	58	58			N
	Bronco Softball Games	3	250	2.75	91	3	94	60		34	Y
	Bronco Softball Games	5	500	2.75	182	6	188	60		128	Y
	Bronco Softball Games	5	800	2.75	291	6	297	60		237	Y
Non-BSU Events	HS. Football	7	1000	2.75	364	10	374	60	304	10	Y
	HS. Football	4	2000	2.75	728	10	738	60	668	10	Y
	HS. Football	2	3000	2.75	1091	10	1101	60	1031	10	Y
	HS. Football	7	3500	2.75	1273	10	1283	60	1213	10	Y
	Spring Youth Track Meets	1	600	2.75	219	13	232	60		172	Y
	Spring Youth Track Meets	1	1000	2.75	364	13	377	60		317	Y
	State H.S Track Meet	1	1500	2.75	546	37	583	60		523	Y
	State H.S Track Meet	1	6000	2.75	2182	37	2219	60		2159	Y
	State H.S Track Meet	1	6000	2.75	2182	30	2212	60		2152	Y
	State H.S Track Meet	1	6000	2.75	2182	30	2212	60		2152	Y

1. Car parking space equivalent
2. Adjusted down from 81 spaces to account for event/ticket staff parking needs at DLP
3. Not available before 5pm on weekdays
4. Parking for events prior to 5pm will be accommodated on Boise State

Addendum 1 to Attachment 3

Boise School District Efforts to Supplement the BSU DLP Transportation and Parking Management Plan

Boise School District– The Boise School District will work with the administration and booster clubs of each high school to provide District sponsored student/parent transportation via school bus to each high school event at Dona Larsen Park. It is the District’s intent to create “Spirit Buses” that would transport riders from the high school campus to DLP prior to the event and return them to the high school campus at the conclusion of the event. This would reduce parking at DLP.

The Boise School District will also educate students and parents of each high school on the Dona Larsen Park Transportation and Parking Management Plan. This information will be included in school newsletters as well as the *Community Update*, Boise School District’s quarterly community newspaper which is delivered to 105,000 households in the Boise community. The Boise District will also communicate the transportation and parking management plan to all parents in the school district through our District e-mail system as well as posting the plan on the District web site.

RECEIVED JUL 01 2011



The Independent School District of Boise City

8169 W. Victory Rd.
Boise, Idaho 83709

Dr. Don Coberly
Superintendent

(208) 854-4000
FAX (208) 854-4008

June 29, 2011

Mr. Cody Riddle
Manager, Current Planning
Planning and Development Services
150 N. Capitol Blvd.
P.O. Box 500
Boise, Id. 83701-0500

Re: CUP 11-00033 Hummel Architects, Dona Larsen Park

Dear Mr. Riddle:

On June 21, 2007 the Boise School District entered into a land exchange agreement with Boise State University. As part of this agreement, Boise State became owner of land previously owned by the Boise School District. This property was the location of the old East Junior High School and is now named Dona Larsen Park. As part of the land exchange, Boise State would develop athletic facilities on this property which would be available to Boise Schools for District activities. Specifically, the agreement stated that a football field would be constructed on the site allowing for Boise Schools to move events from Bronco Stadium to Dona Larsen Park.

Representatives from Boise Schools have been in consultation with representatives from Boise State throughout the planning and development of this facility. The District has reviewed the site plans including seating requirements, parking, meeting rooms, and other design items and has found them to be in agreement with items outlined in the original land exchange document. The Boise School District is in total support of this project.

We look forward to the completion of Dona Larsen Park. It is another example of the outstanding relationship the District enjoys with Boise State. This will truly be a benefit to the young people of our District as well as our community.

Respectfully,

Dr. Peter J. Bailey
Deputy Superintendent
Boise Public Schools

"Educating Today For a Better Tomorrow"

An Equal Opportunity Employer-Educator

THIS PAGE INTENTIONALLY LEFT BLANK

Review w/ Cheryl

Bruce Chatterton
Director

Boise City Hall
150 N. Capitol Boulevard

Mailing Address
P. O. Box 500
Boise, Idaho 83701-0500

Phone
208/384-3830

Fax
208/384-3814

TDD/TTY
800/377-3529

Web
www.cityofboise.org/pds

Mayor
David H. Bieter

City Council
President
Maryanne Jordan

Council Pro Tem
Alan W. Shealy

Elaine Clegg
David Eberle
Lauren McLean
TJ Thomson

Planning & Development Services

July 12, 2011

Ed Daniels
Hummel Architects, PLLC
2785 Bogus Basin Road
Boise, ID 83702

Re: CUP11-00033 / 415 E. Warm Springs Avenue

Dear Mr. Daniels:

This letter is to inform you of the action taken by the Boise City Planning and Zoning Commission on your request for a conditional use permit for an outdoor athletic complex to include track and field, softball, and football fields along with support buildings. A height exception for field lighting and a parking reduction are included in the request. The 15 acre site is located at 415 E. Warm Springs Avenue in A-1 (Open Land) and A-1H (Open Land with Historic Overlay) zones.

The Boise City Planning and Zoning Commission, at their hearing of July 11, 2011, **approved** your request, based on compliance with the attached Reasons for the Decision and Conditions of Approval. A regulatory takings analysis may be requested by the landowner.

May we also take this opportunity to inform you of the following:

1. This approval will not take effect until after the appeal period has lapsed.
2. The decision of the Boise City Planning and Zoning Commission may be appealed to the Boise city Council within ten (10) calendar days from the issuance of this decision. The appeal must be written, accompanied by the appropriate fee, and submitted to the Boise city Planning and Development Services Department prior to the deadline set forth herein. Appeal application forms are available in the Planning Department or online under Applications at:

www.cityofboise.org/pds/
or <http://www.cityofboise.org/pds/index.aspx?id=apps>

3. All appeals of this permit must be filed by 5:00 P.M., on July 21, 2011.
4. If this Conditional Use Permit is not acted upon within twenty-four (24) months, it will become null and void without further notification from this Department.

CUP11-00033
415 E. Warm Springs Avenue
Page 2 of 6

This letter constitutes your Conditional Use Permit. If you have any questions, please contact me at (208) 388-4717.

Sincerely,



Cody Riddle
Manager, Current Planning
Boise City Planning and Development Services Department

CR/bjc

Attachment

cc: Christy Jordan / Boise State University / 1023 Grant Ave. / Boise, ID 83725
DBNA / Walt Sledzieski / 199 N. Capitol Blvd., #705 / Boise, ID 83701
DBA / Karen Sander / 720 W. Idaho St. / Boise, ID 83702
EENA / Bob Bennett / 2093 E. Trolley / Boise, ID 83702

Reason for the Decision

The project is consistent with the required findings of *B.C.C. 11-04-09.06 and 11-06-04.13*. The park is compatible with the surrounding neighborhood that is comprised of a variety of uses including retail, restaurant, office, and mixed-residential. It is not a substantial departure from the historic use of the property as a junior high school and will be used on a more intermittent basis. Correspondence from commenting agencies indicates the project will not place an undue burden on the transportation system or any other public service in the vicinity.

The site is large enough to accommodate the park without adversely impacting surrounding properties. All improvements meet the dimensional standards of the underlying A-1 (Open Land) zone. The availability of more than 3,000 off-site parking spaces combined with shuttle services will meet the needs of the project without introducing vast expanses of unnecessary paving to the neighborhood. The establishment of a residential parking district and installation of signs adjacent to commercial parking lots will ensure spectators park in the intended locations. The combination of existing trees and supplemental plantings will adequately mitigate both noise and light pollution including those impacts associated with the height exception.

The project is supported by the goals, objectives and policies of the Comprehensive Plan. It will accommodate the expansion of Boise State University athletic programs while providing a public benefit for those attending various events. (*Goal 7.2 & Objective 8.1.3*) In accordance with *Policies 6.1.4.4 and 6.1.4.6*, vehicular access to the project has been limited to a right-in/right-out drive on Broadway and emergency/service vehicle access on each street. The parking reduction is also consistent with the Plan. *Policy 6.4.3.7* promotes shared parking for uses with different peak operating hours to reduce the amount of land consumed by paving. More than half of the site would need to be paved to provide the parking required for football seating at maximum capacity. The use of more than 3,000 parking spaces already constructed in the immediate area is more appropriate than paving numerous acres for only occasional use.

Conditions of Approval

Site Specific

1. Construction, use and property development shall be in compliance with plans and specifications on file with the Boise City Planning and Development Services Department received on **May 31, 2011**, except as modified by the following conditions:
2. The applicant shall comply with the requirements of the Boise City Canal Company. This includes entering into a canal realignment and license agreement prior to any construction.

3. All existing trees shall be retained and protected unless otherwise identified on the May 31, 2011 landscape plan.
4. Provide a minimum of nine permanent bicycle parking spaces and a provision for the location of temporary facilities as needed for events and practice seasons.
5. Prior to operation of the facility, Boise State University, in cooperation with the East End Neighborhood Association, shall submit a request to Boise City Parking Control to establish a residential parking district in the neighborhood surrounding the site. The decision to establish a parking district will be at the discretion of Boise City Council, based on a recommendation from Parking Control.
6. Temporary signs shall be used to communicate the location of off-site parking and shuttles.
7. In cooperation with adjacent property owners, the applicant shall install signs along perimeter fencing and at site entrances to communicate the prohibition of parking on adjacent parcels.
8. Healthy trees 4" caliper or greater that are removed shall be replaced on-site with an equal of the total caliper inches lost.
9. The entrance along Warm Springs shall be used for maintenance and emergency vehicles only. It shall remain closed when not in use.
10. A revised site/landscape plan shall be submitted to planning staff for approval prior to any construction on the site. The plan shall address the following at a minimum:
 - a. Location and screening methods (including landscaping) of all trash enclosures
 - b. Location of all existing trees 4" caliper or greater and a schedule indicating required mitigation for those being removed
 - c. Bicycle parking (permanent and potential locations for temporary facilities)
11. All exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After buildings are enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
12. Comply with the requirements of the Boise City Public Works Department (BCPW) per Department comments dated June 8, 2011. This includes the requirements for protection of the Cottonwood Creek Flume specified in the June 8, 2011 and July 11, 2011 memos from Jim Wylie. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

13. Comply with the requirements of the Boise City Public Works Solid Waste Division per department comments dated June 6, 2011. Trash enclosures shall be located outside required setbacks and screened appropriately by fencing, walls, landscaping or a combination thereof. **The applicant shall obtain written approval of the trash enclosure locations from Public Works prior to construction. A copy of this approval shall be submitted to Planning Staff.**
14. Comply with all conditions and requirements of the Ada County Highway District per comments dated June 22, 2011.
15. Comply with all conditions of the Boise City Fire Department, as required by department comments dated June 13, 2011. **The applicant shall obtain written approval prior to construction. A copy of this approval shall be submitted to Planning Staff.**
16. The pedestrian entrance on Warm Springs shall not be used for event ticketing. This does not preclude the use of this entrance for smaller events, or events open to the public for free admission.
17. The off-site parking facilities and shuttle services specified in the application materials shall be used by both Boise State University and the Boise School District.
18. The applicant shall work with staff in exploring field lighting alternatives that would have less impact on the surrounding neighborhood. If an alternative is found that reduces impacts without substantially increasing project cost, it shall be installed in place of the fixtures outlined in the application materials.

General

19. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or his authorized representative, and an authorized representative of the City of Boise. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon the City of Boise.
20. Any change by the applicant in the planned use of the property which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant or its successors in interest advises the City of its intent to change the planned use of the property described herein unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.
21. Vision Triangles as defined in Section 11-01-03 of the Boise City Zoning Ordinance shall remain clear of all sight obstructions.
22. The applicant or his/her contractor shall obtain a Right-of-Way Permit from the Ada County Highway District prior to any construction in the public right-of-way.
23. Utility services shall be provided underground.

24. All landscaping shall be maintained in a healthy and attractive condition, and irrigated by an appropriate underground irrigation system.
25. Any future division of this parcel into individual lots or parcels, for the purpose of selling the separate lots to individual owners, will be required to comply with all provisions of Boise City Code, Title 9, Chapter 20, including lot frontage on a public or approved private street, and all requirements for preliminary and final platting.
26. Construction, use and property development shall be in conformance with all applicable requirements of the Boise City Code.
27. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.
28. This approval shall be valid for a period not to exceed two years from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground. The definition of structures in this context shall include sewer lines, water lines, or building foundations.
29. Prior to the expiration of this approval, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two extensions may be granted.



Rebecca W. Arnold, President
 John S. Franden, Vice President
 Carol A. McKee, Commissioner
 Sara M. Baker, Commissioner
 David L. Case, Commissioner

Amended and Restated on 6/13 at 11:15AM

COMMISSION MEETING AGENDA

Wednesday, June 22, 2011

6:00 P.M.

Consent Agenda Items

A. Consent Agenda A - Development Application - Preliminary Plats

A. None.

B. Consent Agenda B - Final Plats

B. None.

Consent Agenda

C. Minutes & Minute Entries Request for Approval

Minutes and Minute Entries for Wednesday, June 8, 2011.

Stephanie Blake Executive Assistant 387-6110 sblake@achdidaho.org

D. State and Local Agreement for FY2011 Overlays Request for Approval

Request for approval of the State and Local Agreement for the FY2011 Overlays (Key No. 10559) for construction.

Ryan Head Transportation Funding Coordinator 387-6234 rhead@achdidaho.org

E. Resolution Number 986 Request for Adoption

Resolution Number 986 provides for the approval and adoption of new and revised personnel policies at Section 2500 et seq. of the ACHD Internal Policy Manual, including Personnel Policy Handbook and Code of Ethics updates; also providing for authority of the ACHD Director to issue orders relating to, and affecting the operation of, the District.

Scott Spears Staff Attorney 387-6182 sspears@achdidaho.org

F. Construction Contract Bid Award Bid Results & Consideration/Award Contract

Staff requests the Commission approve and award the construction contract for Roosevelt, Cassia to Rose Hill. 809024.009 PPI208-12

Joe Fletcher Project Scheduler & Controls Specialist 387-6253 jfletcher@achdidaho.org

G. 2011 Maintenance Concrete Repairs - North End Neighborhood Bid Results & Consideration/Award Contract

Staff requests that the Commission award the 2011 Maintenance Concrete Repairs project in the North End Neighborhood to the low bidder. This area is west of 6th Street between Fairview Ave. and Hill Road and 27th Street. This is the second major contract for FY2011 designed to repair hazards in public sidewalks and curbs and to install pedestrian ramps.

Larry Zurek Zone Inspection Coordinator 387-6308 lzurek@achdidaho.org

H. 2011 Miscellaneous Pavement Rehabilitation Project Bid Results & Consideration/Award Contract

Staff requests that the Commission award the contract to the low bidder for the 2011 Miscellaneous Pavement Rehabilitation Project. This project was developed to rehabilitate approximately 10 miles of roadways that were identified to have base issues.

Rich Girard Asst. Manager - M & O 387-6323 rgirard@achdidaho.org

Items on the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless a Commissioner or citizen so requests, in which case the item will be removed from the Consent Agenda and placed on the Regular Agenda.

To arrange for a translator or other accommodation, contact ACHD at (208) 387-6100. Se les recomienda a las personas que necesiten un intérprete o arreglos especiales que llamen a la coordinadora de participación pública, al (208) 387-6100.

Regular Agenda Items

1. Adopt Agenda. Request for Adoption
2. Approval of Consent Agenda. Request for Approval
3. CUP11-00033/Dona Larsen Park Conditional Use Permit Consideration & Approval

This applicant is requesting conditional-use approval to construct a track facility, football field and a softball field at the former East Junior High School site. The site is located at 415 E. Warm Springs Avenue in Boise, Idaho. CUP11-00033

Applicant: Boise State University

Mindy Wallace Planning Review Supervisor 387-6178 mwallace@achdidaho.org

4. Ordinance No. 215: ACHD's Cost Share Ordinance Request for Repeal and Adoption

Request for Repeal of Resolution No. 897 and Adoption of Ordinance No. 215: ACHD's Cost Share Ordinance.

Steven B. Price General Counsel 387-6112 sprice@achdidaho.org

Discussion Items

1. Public Communications

Items on the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless a Commissioner or citizen so requests, in which case the item will be removed from the Consent Agenda and placed on the Regular Agenda.

To arrange for a translator or other accommodation, contact ACHD at (208) 387-6100. Se les recomienda a las personas que necesiten un intérprete o arreglos especiales que llamen a la coordinadora de participación pública, al (208) 387-6100.



Wendel Bigham <wendelbigham@boisestate.edu>

Dona Larsen Park

Mindy Wallace <Mwallace@achdidaho.org>

Thu, Jun 23, 2011 at 8:25 AM


To: Wendel Bigham <wendelbigham@boisestate.edu>, Christy Jordan <christyjordan@boisestate.edu>

Cc: Cody Riddle <CRiddle@cityofboise.org>, Kelly Kehrner <kelly@kmengllp.com>, Ed Daniels <edaniels@hummelarch.com>

Wendel and Christy,

Attached is the ACHD Commission approved staff report for Dona Larsen Park. Please let me know if you have any questions.

Mindy

 CUP11-00033.pdf
453K



Committed to Service

Project/File: CUP11-00033/Dona Larsen Park

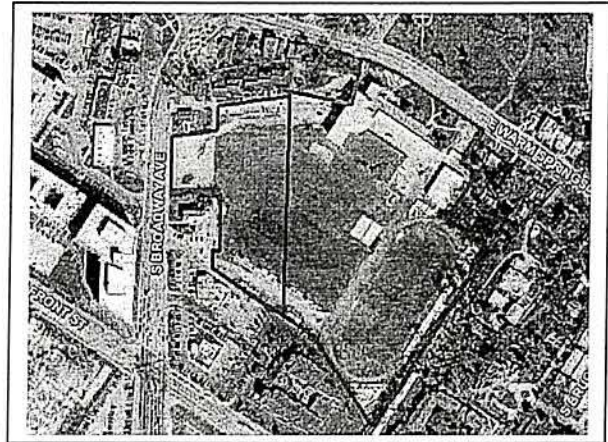
This application is for a conditional-use permit to construct a track facility, football field and a softball field at the former East Junior High School site. Also being constructed are several support buildings to include: locker rooms, concession stands, restrooms, meeting rooms, dugouts and equipment storage rooms. The site is located at 415 E. Warm Springs Avenue in Boise, Idaho.

Lead Agency: City of Boise**Site address:** 415 E. Warm Springs Avenue**Commission** June 22, 2011**Hearing:** Regular Agenda**Commission** 1**Approval:** June 22, 2011

Applicant: Boise State University
Christy Jordan
1023 Grant Avenue
Boise, ID 83725

Representative: Hummel Architects, PLLC
Ed Daniels
2785 Bogus Basin Road
Boise, ID 83702

Staff Contact: Mindy Wallace
Phone: 387-6178
E-mail: mwallace@achdidaho.org

**A. Findings of Fact**

1. **Description of Application:** The applicant is requesting conditional use approval to construct a new track & field, football, and softball facilities. The intended users will be the Boise State University track & field teams, softball teams, and the Boise Public Schools football and track teams. Along with the sports facilities, several support buildings and structures are to be built. These include locker rooms, team meeting rooms, concession stands, restrooms, bleachers, dugout, and equipment storage facilities. The applicant is proposing to provide 85 parking spaces on-site and utilize parking lots in the area for the remainder of the site traffic.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Open Land, Cemetery	A-1H
South	Neighborhood Commercial	C-1D
East	Multi-Family Residential	R-3HD
West	Neighborhood Commercial	C-1DD

3. **Site History:** ACHD has not previously reviewed this site for a development application.
4. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.
5. **Capital Improvements Plan (CIP)/Five Year Work Plan (FYWP):**
There are currently no roadways, bridges or intersections in the general vicinity of the project that are currently in the Five Year Work Program.
 - The intersection of State Highway 20/26 (Front Street) and State Highway 20/26 (Broadway Avenue) is listed in the Capital Improvements Plan to be widened to 9-lanes on the north leg, 8-lanes on the south leg, 5-lanes on the east leg, and 5-lanes on the west leg between 2019 and 2027.

B. Traffic Findings for Consideration

1. **Trip Generation (if TIS not required):** Due to the event nature of this use it is difficult to estimate trip generation. The trip generation will be determined by the size and type of the event. There is minimal on-site parking which will limit the number of personal vehicle trips to and from the site itself, but the remainder of the trips will be directed to available parking areas. The parking and shuttle arrangements and use of those services is not yet known.
3. **Condition of Area Roadways**
Traffic Count is based on Vehicles Per Hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service	Existing Plus Project
Broadway Avenue	200-feet	Minor Arterial	1,206	Better than "D"	Unknown
Warm Springs Avenue	450-feet	Minor Arterial	581	"E"	Unknown

* Acceptable level of service for a two-lane minor arterial is "D" (550 VPH).

* Acceptable level of service for a five-lane minor arterial is "D" (1,540 VPH).

4. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Broadway Avenue north of Front Street was 30,886 on July 22, 2009.
- The average daily traffic count for Warm Springs Avenue east of Broadway Avenue was 13,064 on June 23, 2010.

C. Findings for Consideration

1. **Broadway Avenue**

- a. **Existing Conditions:** Broadway Avenue is improved with 5-travel lanes, vertical curb, gutter, and 5-foot wide attached sidewalk abutting the site. There is 80-feet of right-of-way for Broadway Avenue (40-feet from centerline).

b. **Policy**

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section Policy: District Policy 7205.5.2 states that the standard 5-lane street section for arterial streets shall be 72-feet (back-of-curb to back-of-curb). This width typically accommodates 2-travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

Right-of-Way Policy: District Policy 7205.2.1.c states that the standard right-of-way width for a 5-lane arterial roadway shall be 96-feet. This right-of-way allows for the construction of a 5-lane roadway with curb, gutter, 5-foot concrete detached sidewalks and bike lanes.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalks at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Appropriate easements shall be provided if public sidewalks are placed out of the right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Broadway Avenue is designated in the MSM as a Towncenter Arterial with 5-lanes and on-street bike lanes, a 70-foot street section within 100-feet of right-of-way.

- c. **Applicant Proposal:** The applicant has not proposed any improvements to Broadway Avenue abutting the site.
- d. **Staff Comments/Recommendations:** Consistent with the MSM the applicant should be required to dedicate an additional 10-feet of right-of-way from the centerline of Broadway Avenue abutting the site, or provide the District with a 10-foot wide sidewalk easement to allow for the future construction of bike lanes and pedestrian improvements.

Because Broadway Avenue is already improved with vertical curb, gutter, and sidewalk abutting the site no additional street improvements should be required with this application.

The applicant should be required to replace any deteriorated or deficient sidewalk, curb, gutter, or pedestrian facilities along Broadway Avenue abutting the site, consistent with ACHD's Minor Improvements Policy 7203.3.

2. Warm Springs Avenue

- a. **Existing Conditions:** Warm Springs Avenue is improved with 2-travel lanes, on-street parking and bike lanes with vertical curb, gutter, and 5-foot wide detached concrete sidewalk abutting the site. There is 74-feet of right-of-way for Warm Springs Avenue (37-feet from centerline).
- b. **Policy**

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section Policy: District Policy 7205.5.2 states that the standard 3-lane street section for arterial streets shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes

Right-of-Way Policy: District Policy 7205.2.1.c states that the standard right-of-way width for a 3-lane arterial roadway shall be 70-feet. This right-of-way allows for the construction of a 3-lane roadway with curb, gutter, 5-foot concrete detached sidewalks and bike lanes.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalks at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Appropriate easements shall be provided if public sidewalks are placed out of the right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Warm Springs Avenue is designated in the MSM as a 2-lane Neighborhood Residential Arterial with bike lanes. a 47-foot street section within 70-feet of right-of-way.
- c. **Applicant Proposal:** The applicant has not proposed any improvements to Warm Springs Avenue abutting the site.

- d. **Staff Comments/Recommendations:** Warm Springs Avenue in its current configuration, with 50-feet of pavement curb-to-curb contains all of the elements of a Neighborhood Residential Arterial; as such, staff does not recommend any improvements or right-of-way dedication as part of this application.

If the city of Boise desires additional amenities within the pedestrian zone the city should coordinate those requests with the applicant.

The applicant should be required to replace any deteriorated or deficient sidewalk, curb, gutter, or pedestrian facilities along Warm Spring Avenue abutting the site, consistent with ACHD's Minor Improvements Policy 7203.3.

3. Driveways

3.1 Broadway Avenue

- a. **Existing Conditions:** There are two driveways on Broadway Avenue, abutting the site. They are located as follows:

- 35-foot wide driveway located approximately 550-feet south of the intersection of Broadway Avenue and Warm Springs Avenue (measured centerline-to-centerline).
- 35-foot wide driveway located approximately 430-feet south of the intersection of Broadway Avenue and Warm Springs Avenue (measured centerline-to-centerline).

b. **Policy**

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with current policies and shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Number of Driveways on Arterials Policy: District Policy 7205.4.4 states that the intent of this policy is to limit the number of access points to those that are warranted or necessary to serve the development, while maintaining the function and performance of the arterial.

Driveway Spacing on Minor Arterials Policy: District Policy 7205.4.5 requires driveways located near an existing or proposed signalized intersection with an existing or planned single left turn lane to be located as follows:

- A minimum of 330-feet from the intersection for a right-in/right-out driveway; and
- A minimum of 660-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on principal arterial roadways with a speed limit of 35 MPH to align or offset a minimum of 330-feet from any existing or proposed driveway.

Driveway Width Policy: District Policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

- c. **Applicant's Proposal:** The applicant is proposing to construct one 14-foot wide right-in only driveway located approximately 35-feet north of the south property line (measured property line to centerline). This proposal would reconfigure the existing southern driveway.

The applicant is proposing to construct one 14-foot wide right-out only driveway located approximately 70-feet north of the south property line (measured property line to centerline).

The applicant is proposing to close the existing northern driveway with vertical curb, gutter, and sidewalk to match the improvements on either side.

- d. **Staff Comments/Recommendations:** The applicant's proposal does not meet the Successive Driveway policy, however, staff recommends a modification of policy to allow the driveways to be located as proposed due to the fact that the driveways will be right-in and right-out only and access to the site will be limited in use with the exception of events which will typically take place during off peak travel hours.

Typically, the driveways would be restricted to right-in/right-out with a raised center median. Given the site's close proximity to St. Luke's Hospital and for emergency vehicles to have the ability to quickly access the Broadway/Warm Spring intersection the construction of a raised center median will not be required with this application. Instead the applicant should work with District Traffic Services and Development Review staff to design and sign the driveways to be directional to prohibit left turns-out onto Broadway.

The applicant's proposal to close the existing northern driveway with vertical curb, gutter, and sidewalk to match the existing improvements should be approved, as proposed.

3.2 Warm Springs Avenue

- a. **Existing Conditions:** There are no driveways from the site onto Warm Springs Avenue.

b. **Policy**

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with current policies and shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Number of Driveways on Arterials Policy: District Policy 7205.4.4 states that the intent of this policy is to limit the number of access points to those that are warranted or necessary to serve the development, while maintaining the function and performance of the arterial.

Driveway Spacing on Minor Arterials Policy: District Policy 7205.4.5 requires driveways located near an existing or proposed signalized intersection with an existing or planned single left turn lane to be located as follows:

- A minimum of 330-feet from the intersection for a right-in/right-out driveway; and
- A minimum of 660-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on principal arterial roadways with a speed limit of 25 MPH to align or offset a minimum of 330-feet from any existing or proposed driveway.

Driveway Width Policy: District Policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

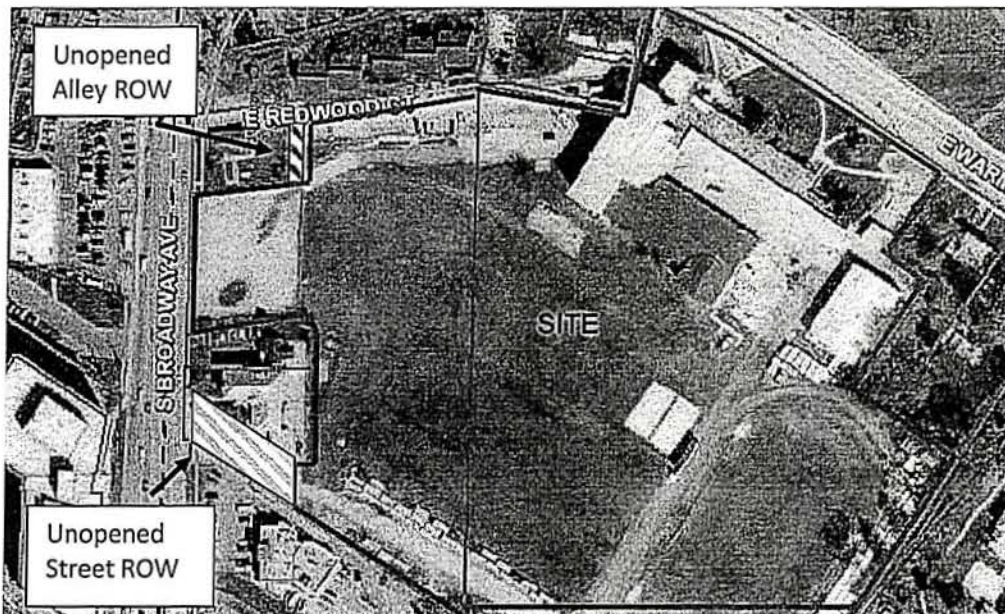
Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

Driveway Design Criteria: If a driveway is to be gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the adjacent street and an on-site turnaround shall be provided.

- c. **Applicant's Proposal:** The applicant has proposed to construct one gated 20-foot wide emergency/maintenance access only driveway onto Warm Spring Avenue, located approximately 50-feet west of the east property line (measured property line to centerline).
- d. **Staff Comments/Recommendations:** The applicant's proposal does not meet District Successive Driveway policy, which requires driveway to align or off-set by 330-feet. There is a driveway on the north side of Warm Springs Avenue (across from the site) which off-sets the proposed driveway by approximately 150-feet. However, staff recommends a modification of policy to allow the driveway to be constructed as proposed due to the fact the driveway will be gated, and will be used for emergency access only.

4. Unopened Right-of-Way Abutting the Site

- a. **Existing Conditions:** There are two unopened right-of-ways abutting the site. One is a 16-foot wide alley right-of-way located near the proposed parking lot, and the second is a 50-foot wide public street right-of-way.



b. Policy

Adjacent or Internal Streets: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the development site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Off-site Street Improvements: - Local Streets with less than 400 VTD

District Policy 7207.2.3 states that if the proposed development is not served by a public street with at least 24-feet of pavement then the developer shall pave the street or widen the existing pavement to provide 24-feet of pavement with 3-foot gravel shoulders from the site to a public street specified by the District.

Existing Alley Policy: District Policy 7210.2 states that if a proposed development abuts an existing alley, the dedication of additional right-of-way to obtain a minimum width from the centerline of the alley of 8-feet for residential uses and 10-feet for non-residential or commercial uses may be required. Each development will be reviewed by the District on a case-by-case basis. If the proposed development takes access from an alley, the developer will be required to pave the entire width of the right-of-way from the nearest public street to and adjacent the development.

- c. **Applicant's Proposal:** The applicant has not proposed any improvements to the unopened alley or street right-of-way, however, the applicant has proposed to use the improved street right-of-way to access the proposed emergency access route around the site. The unopened street right-of-way is located off-site.
- d. **Staff Comments/Recommendations:**
Alley Right-of-Way: Although ACHD does not claim or maintain the existing alley right-of-way, there is no documentation to demonstrate this segment of the alley was previously vacated. The Ada County Assessor still assigns ownership of the alley to ACHD. Given that, the applicant should be required to either extend and improve the alley between Redwood Court and the site, or vacate the alley right-of-way. If the applicant chooses to vacate the alley right-of-way, the vacation should be approved prior to plans approval and issuance of a building permit.

Street Right-of-Way: The applicant has proposed to use the unimproved off-site street right-of-way to access the proposed emergency access route around the site. Because of this the applicant should either improve the unimproved street right-of-way to provide a minimum 24-feet of pavement with 3-foot gravel shoulders from the site out to Broadway Avenue; OR vacate the right-of-way and work with the adjacent property owners to obtain a cross access easement.

The vacation of public right-of-way requires a separate application and public hearing process.

5. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

6. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

7. Other Access

Broadway Avenue and Warm Springs Avenue are classified as minor arterial roadways. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways.

D. Special Recommendation to Boise City - Shuttle Access to and from the site.

During the pre-application process, the applicant and staff met several times to discuss access to the site and use of off-site parking and shuttle buses for athlete drop-off and event spectators. The applicant has indicated that off-site parking for event spectators will be provided at the Bronco Stadium lot and the nearby URS lot. Boise State University has an agreement in place with the MK Plaza Trust to allow parking at the URS lot during events at Dona Larsen Park. Shuttles will be provided to Dona Larsen Park from the stadium lot or the URS lot as needed for events that are expected to draw a large number of spectators.

Dona Larsen Park will have seating for 5,000 spectators (expandable up to 8,000) and only 85 on-site parking spaces. During events the on-site parking spaces will be restricted to operations and ticketing staff, coaches, athletes, officials and emergency services, requiring all spectators to either walk or take a shuttle from off-site parking locations.

During the pre-application meeting staff raised concerns regarding the shuttle buses, in particular how the buses are going to circulate back to Boise State and the URS parking lots during events with a right-out only driveway onto Broadway northbound. To address those concerns and to provide options to improve the circulation from the site staff suggested that the applicant consider a driveway onto Warm Spring Avenue in alignment with Avenue C to be used for shuttles only. This would allow the shuttles to make a left turn on to Warm Springs, and turn-left (towards Boise State and URS) at the Broadway/Warm Springs intersection. The applicant was not open to this suggestion.

Due to ACHD's concerns regarding the circulation of the shuttles, staff recommends that Boise City require the applicant to submit a circulation plan detailing how the shuttle buses will leave the site and get back to Boise State University and URS to pick up spectators.

E. Site Specific Conditions of Approval

1. Dedicate 10-additional feet of right-of-way from the centerline of Broadway Avenue abutting the site (to total 50-feet); OR provide the District with a 10-foot wide sidewalk easement on Broadway Avenue abutting the site.
2. Replace any deteriorated or deficient sidewalk, curb, gutter, or pedestrian facilities along Broadway Avenue and Warm Springs Avenue abutting the site.
3. Construct one 14-foot wide right-in only driveway on Broadway Avenue, located approximately 35-feet north of the south property line, as proposed. Construct one 14-foot wide right-out only driveway on Broadway Avenue, located approximately 70-feet north of the south property line, as proposed. Coordinate the design of the driveways and a signage program with District Traffic Services and Development Review staff. Pave both driveways at least 30-feet into the site beyond the edge of pavement.
4. Close the existing northern driveway on Broadway Avenue with vertical curb, gutter, and sidewalk to match the existing improvements, as proposed.
5. Construct one gated 20-foot wide emergency/maintenance access only driveway onto Warm Springs Avenue, located approximately 50-feet west of the east property line, as proposed.

7. Extend and improve the alley between Redwood Court and the site or vacate the alley right-of-way.
8. Improved the unimproved street right-of-way to provide a minimum 24-feet of pavement with 3-foot gravel shoulders from the site out to Broadway Avenue; OR vacate the right-of-way and work with the adjacent property owners to obtain a cross access easement.
8. Comply with all Standard Conditions of Approval.

F. Standard Conditions of Approval

1. Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way.
2. Private sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.6, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that

time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

G. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are consistent with applicable federal, state and local laws.

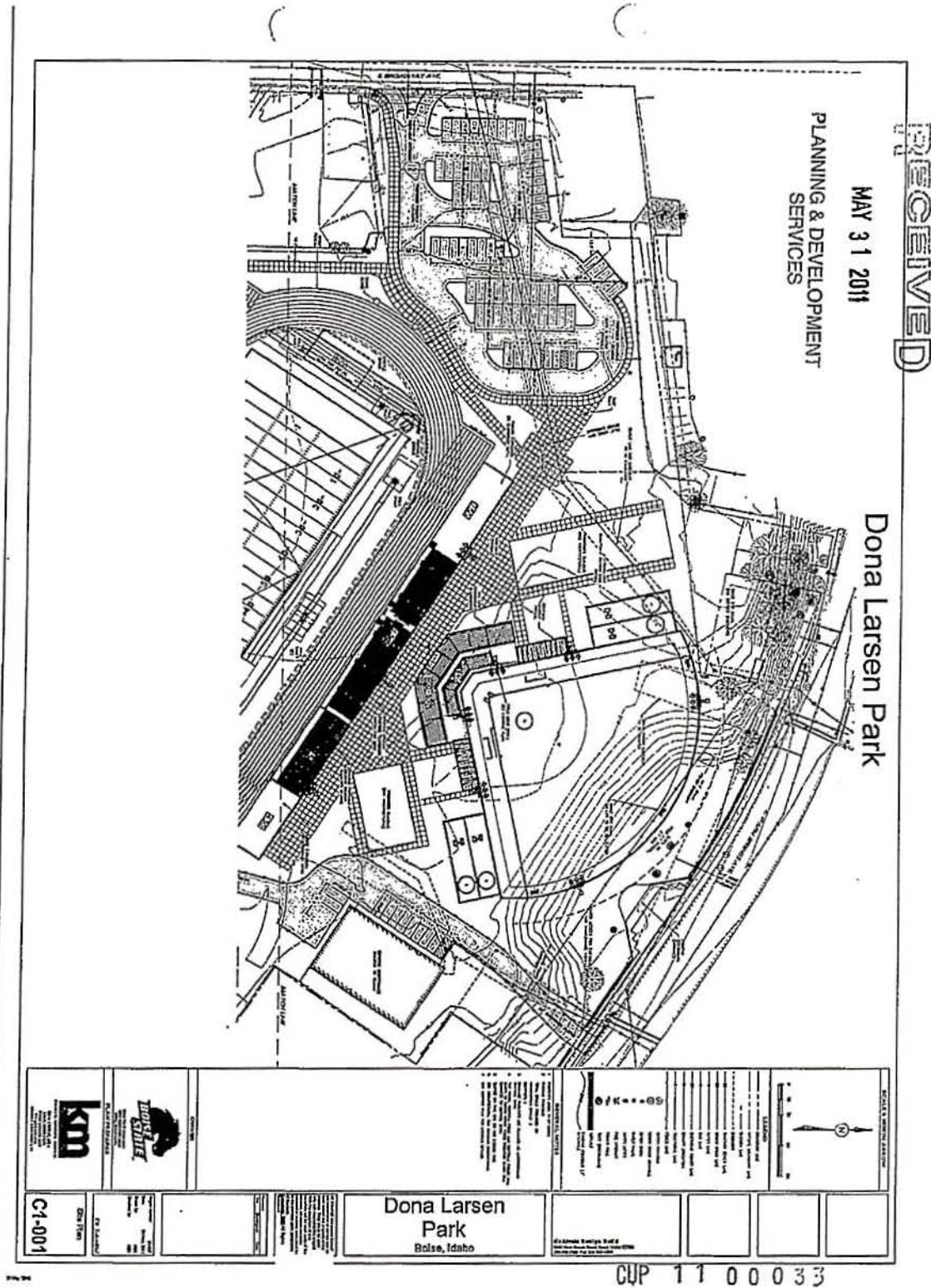
Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Request for Reconsideration Guidelines

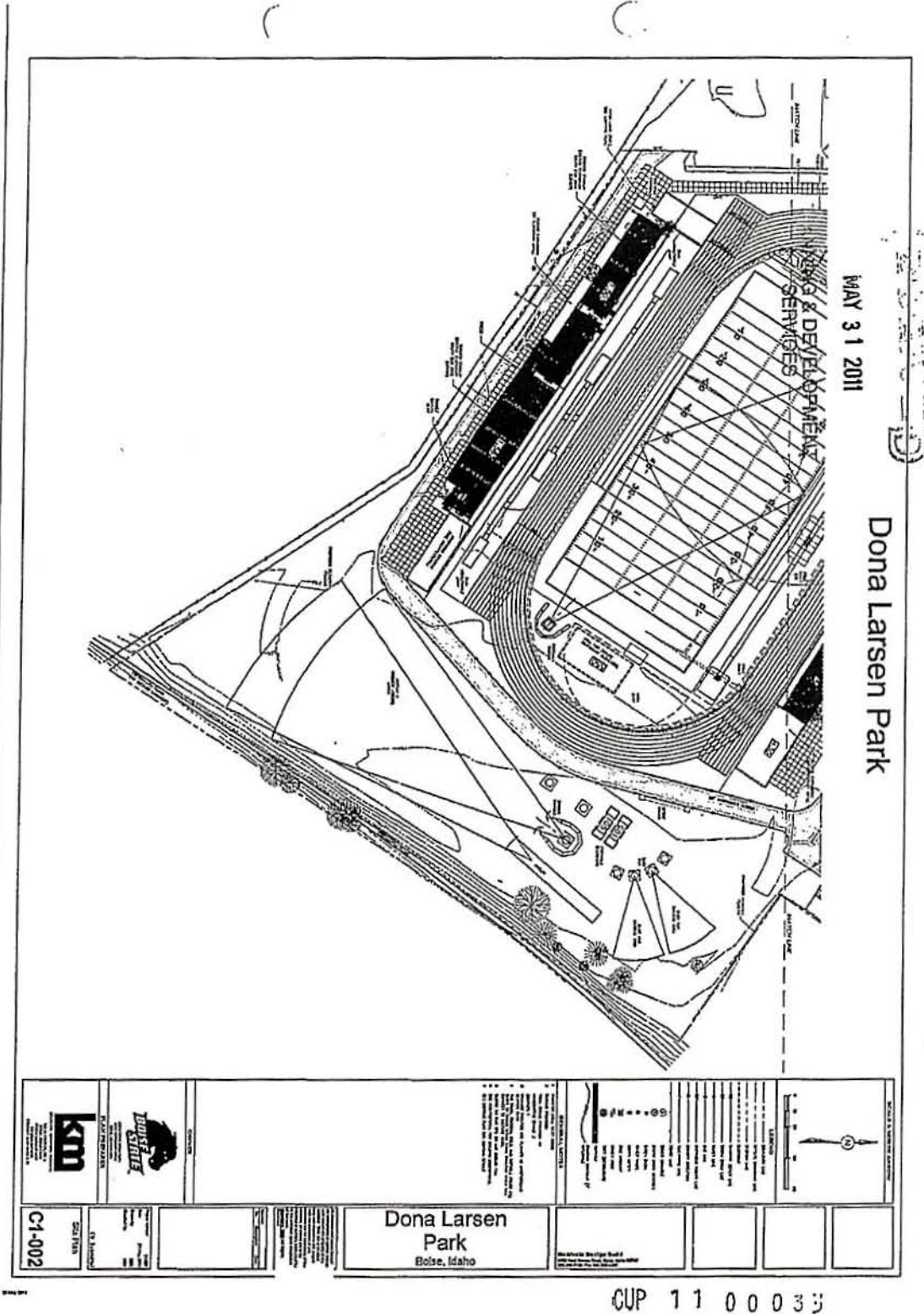
Vicinity Map



Site Plan (Page 1 of 2)



Site Plan (Page 2 of 2)



Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- ☒ Submit a development application to a City or to Ada County
- ☒ The City or the County will transmit the development application to ACHD
- ☒ The ACHD **Planning Review Section** will receive the development application to review
- ☒ The **Planning Review Section** will do one of the following:
 - ☐ Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.
 - ☒ Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - ☐ Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- ☐ For **ALL** development applications, including those receiving a **"No Review"** letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- ☐ Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

- ☐ **Driveway or Property Approach(s)**
 - Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.
- ☐ **Working in the ACHD Right-of-Way**
 - Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

- ☐ **Sediment & Erosion Submittal**
 - At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.
- ☐ **Idaho Power Company**
 - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.
- ☐ **Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the ROWDS Manager when it is alleged that the ROWDS Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary of Highway Systems, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The ROWDS Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the ROWDS Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.
 - a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.
 - b. The request must be in writing and delivered to the Secretary of the Highway District no later than 3:00 p.m. on the day prior to the Commission's next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.
 - c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.
 - d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.
 - e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.
 - f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.

THIS PAGE INTENTIONALLY LEFT BLANK

Dona Larsen Park

Project Chronology

Parking/Traffic Operations and Safety Plan



Project History

Key Events

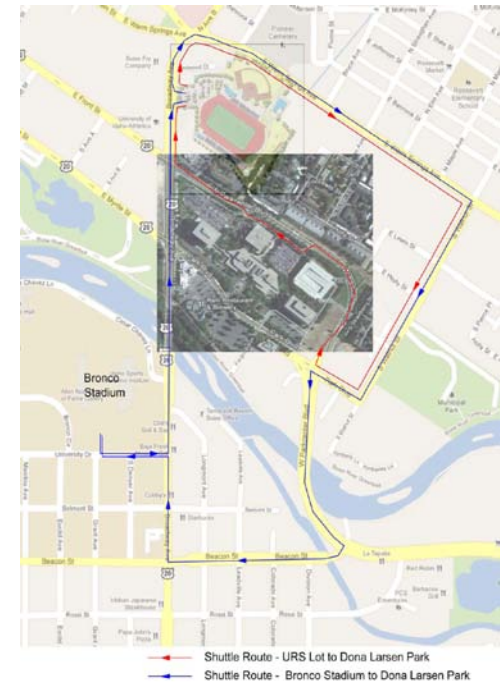
- April 2007
 - SBOE approves East Jr. High Purchase Agreement
- June 2007
 - SBOE approves East Jr. High Land Swap Agreement, Joint Use Agreement, and Master Plan Illustration
- August 2009
 - SBOE approves East Jr. High Demolition
- December 2010
 - SBOE approves Bronco Stadium Expansion, Relocation of Track to Dona Larsen Park
- February 2011
 - SBOE approves Bronco Stadium Expansion Master Plan and Phase 1 Design
- August 2011
 - BSU requested approval of Dona Larsen Park Construction

Other Key Events (Non-SBOE)

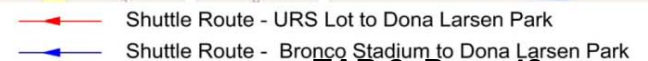
- Summer 2011
 - Meeting(s) with the East End Neighborhood Association
- June 22nd 2011
 - ACHD approval of transportation plan
- June 29th 2011
 - City of Boise, Planning and Zoning Approval
 - Independent School District of Boise City issues letter of support for project design, including parking plan
- July 11th 2011
 - City of Boise Conditional Use Permit Approved
- August 17th 2011
 - Independent School District of Boise City re-affirms their support of the safety and operations plan

Dona Larsen Park (DLP)

Transportation and Parking Management Plan Overview



- URS Parking
 - 1700 parking spaces in 3 lots
 - Provides majority of parking for high school events, only a few high school events per year might need parking on BSU campus
 - URS is connected via red shuttle route
- BSU Parking
 - Connected via blue shuttle route



On-Site Parking

- 81 On-site parking spaces
 - Emergency Vehicles
 - Maintenance Vehicles
 - Daily Practices
 - Small attendance softball games
 - Accessible
- Approximately 90% of events will be accommodated solely with on-site parking (260 practices and small attendance softball)
- Concern is with larger events

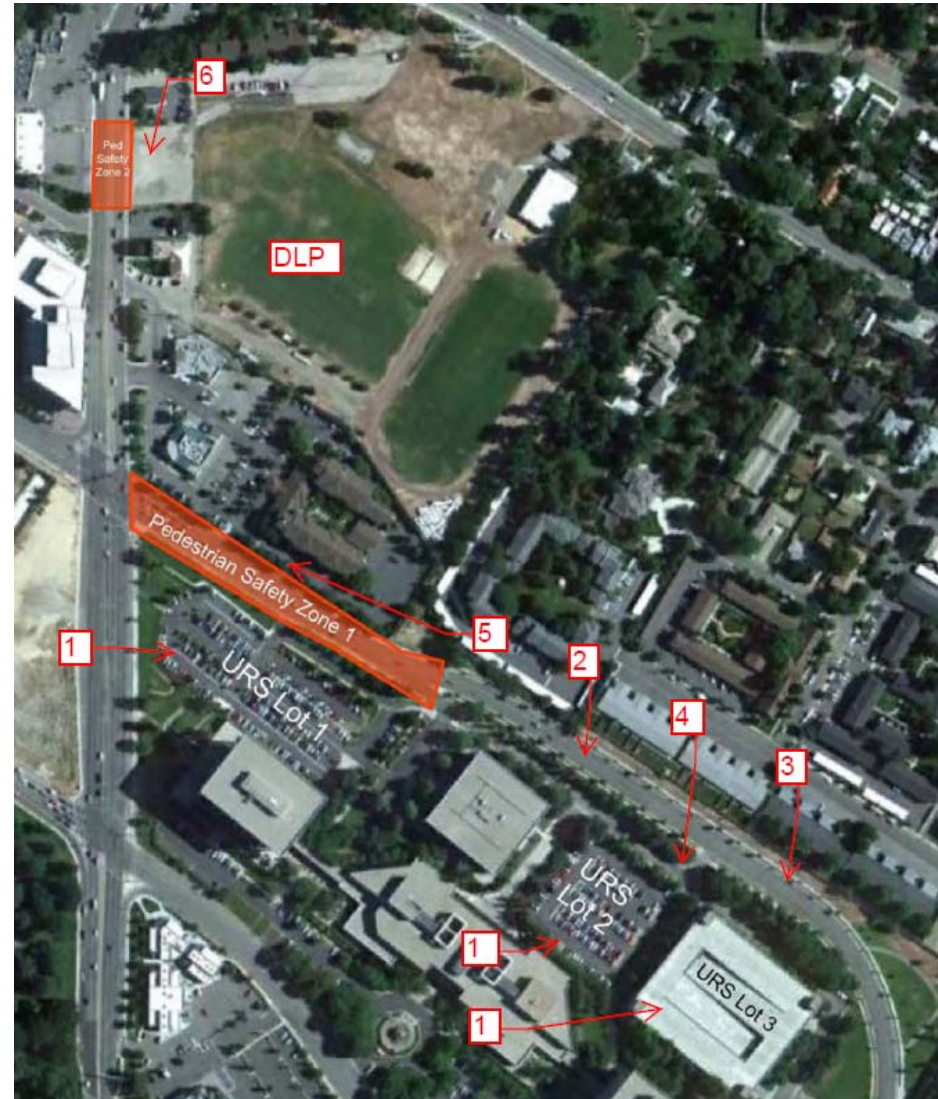


URS Parking

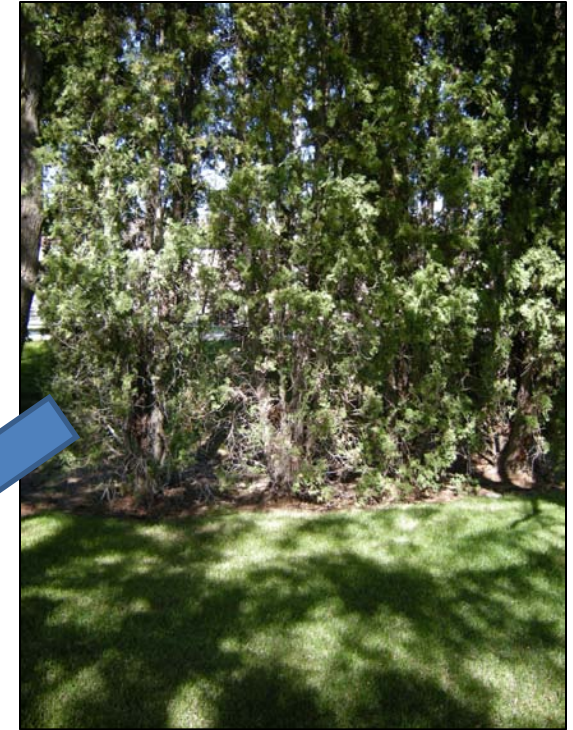
Image Reference Descriptions

1. 1700 parking spaces in 3 parking lots
2. Natural landscape barrier directs pedestrians towards #5, (photos next page, taken from vantage point of #4 facing #2)
3. Natural landscape encourages pedestrians to walk towards #5
4. Barricades and/or parking/traffic attendant staffing shuttle entrance site directs patrons towards #5
5. Pedestrian Safety Zone #1, through the use of approved traffic control devices pedestrians are directed towards the crosswalk. Roving Police and/or Security engage pedestrians and direct them towards crosswalks. In-bound traffic control measures are on south side of Parkcenter Blvd. Out-bound traffic measures shift to north side.
6. If needed, Pedestrian Safety Zone #2 will be established to monitor safety where the entrance to DLP intersects Broadway Ave.

As with current best practice, this represents a general plan for operations and safety. Prior to each event operations staff will meet and increase or decrease operational measures based on event attendance and current traffic conditions.



Photos of “Natural Landscape Barrier” at URS and Parkcenter Blvd



BSU DLP Plan, Augmented by District Efforts

- Creation of Spirit Buses to transport students and parents to/from high school & DLP
- Educational Outreach on DLP Parking/Transit Plan
 - School Newsletters
 - Community Update
 - District E-mail
 - District Web-site

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
SEPTEMBER 9, 2011**

SUBJECT

Blackboard System-wide License 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 for services. All eight public institutions and IDLA have collaborated and cooperated to address and meet the needs of not only their institution but the state.

IMPACT

A system-wide contract with Blackboard will allow for standardization in platforms among institutions; increased services not previously available to the institutions due to cost (these include Blackboard Learn, Community, Content, Collaborate, Mobile Learn, Mobile Content, and hosting services); receipt of a 70% discount (the price for the proposed services for Idaho institutions without this consortium would come to \$2,696,210 compared to \$778,500); and will limit the annual contractual increases to 2.5% reduced from 5-10%.

ATTACHMENTS

Attachment 1 – Letter from Division of Purchasing
Attachment 2 – Blackboard Contract

Page 3
Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the Board authorize the Executive Director of the State Board of Education to execute the contract with Blackboard on behalf of the State Board of Education.

BOARD ACTION

I move to approve the contract with Blackboard, in substantial conformance to the form submitted, and to authorize the Executive Director of the State Board of Education to sign the contract with Blackboard on behalf of the State Board of Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

THIS PAGE INTENTIONALLY LEFT BLANK

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
SEPTEMBER 9, 2011



C.L. "Butch" OTTER
Governor
TERESA LUNA
Director
BILL BURNS
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street B-15
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208/327-7320
<http://adm.idaho.gov/purchasing>

September 2, 2011

Mike Rush
Office of the State Board of Education
650 W State Street, Room 307
Boise, ID 83720-0037

RE: Blackboard Inc. License and Services System-Wide Agreement

Dear Mr. Rush,

This is in response to your request for exemption from competitive bidding to enter into a contract with Blackboard Inc for a system-wide license and services agreement on behalf of the Idaho universities, colleges, and Idaho Digital Learning Academy. The request indicates that the State would receive benefits from the standardization in platforms, increased services, and an overall educational discount of 70%, and limitations on future price increases of 2.5% not normally available to institutions individually.

After review, I have concluded that the provision of the Division of Purchasing Policy Directive 11-06 dated August 1, 2011, apply to this request. Under the authority vested in me by Idaho Code 67-5720(1) (a), your request for approval of the acquisition under open purchasing procedures is hereby granted.

If you have any questions associated with this correspondence, please do not hesitate to contact me.

Sincerely,

Bill Burns
Administrator

"Serving Idaho citizens through effective services to their governmental agencies"

THIS PAGE INTENTIONALLY LEFT BLANK

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions



Blackboard

BLACKBOARD LICENSE AND SERVICES SYSTEM-WIDE AGREEMENT COVER PAGE

The attached documents describe the relationship between Blackboard and the Customer and its Member Institutions identified below. The documents attached to this cover page will consist of the Master Terms, which describe and set forth the general legal terms governing the relationship, and one (1) or more schedules describing and setting forth detail about that relationship, depending upon the particular software and/or services Blackboard will provide to the Customer.

This License and Services System-Wide Agreement includes this cover page, the attached System-Wide Master Terms, pricing summary and all Schedules that are attached to such Master Terms and are separately executed by the individual Member Institutions. This Agreement, including the attached Master Terms, will become effective when this cover page is executed by authorized representatives of both Parties.

CUSTOMER INFORMATION:	
Name/Company:	Idaho State Board of Education on behalf of its Member Institutions
Address:	650 W. State Street P.O. Box 83720 Boise, Idaho 83720 United States
Principal Contact Person:	Ms. Selena Grace
Phone:	(208) 332-1592
Fax:	(208) 334-2632
Billing Contact:	Dr. Mike Rush
Title:	Executive Director Idaho State Board of Education
Address:	650 W. State Street, Suite 307 Boise, ID 83720-0075
Email Address:	mike.rush@osbe.idaho.gov
Initial Term of Agreement:	4 years
Phone:	(208) 332-1565
Fax:	(208) 334-2632

IN WITNESS WHEREOF, the parties hereto have executed this cover page as of the date hereof.

BLACKBOARD INC.

CUSTOMER: Idaho State Board of Education on behalf of its Member Institutions

Signature
TESS FRAZIER- VICE PRESIDENT

Print Name and Title

Date:

Signature

Print Name and Title

Date:

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

Pricing Summary

<i>Products</i>	<i>Product ID</i>	<i>Product Description</i>	<i>Institutions</i>	<i>Per FTE Price</i>	<i>Total FTE</i>	<i>Total</i>
Learn <ul style="list-style-type: none"> Course Delivery Community Content Collaborate <ul style="list-style-type: none"> Web Conferencing EIM Voice Mobile <ul style="list-style-type: none"> Central Learn 	EL-EE-OP-HSAS-T7 WB-WP-7 WB-WV-7-SAAS	COLLAB WEB CONF COLLAB ENTERPRISE IM COLLAB VOICE AUTH	<ul style="list-style-type: none"> Boise State University University of Idaho North Idaho College College of Western Idaho College of Southern Idaho Eastern Idaho Technical College Lewis-Clark State College Idaho Digital Learning Academy 	\$9.50	75,000	\$712,500
Collaborate <ul style="list-style-type: none"> Web Conferencing EIM Voice 	EL-EE-OP-HSAS-T7 WB-WP-7 WB-WV-7-SAAS	COLLAB WEB CONF COLLAB ENTERPRISE IM COLLAB VOICE AUTH	<ul style="list-style-type: none"> Idaho State University 	\$6.00	11,000	\$66,000
Totals:					86,000	\$778,500

***Terms for Licensing:** Licensing is for a four (4) year term with 2.5% increases per year. Fees shall be paid by the respective Member Institution on an annual basis.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011

Idaho State Board of Education on behalf of its Member Institutions

Pricing for One-time Services

<i>Services</i>	<i>Product ID</i>	<i>Product Description</i>	<i>Institutions</i>	<i>Per Institution</i>	<i>Total</i>
Collaborate <ul style="list-style-type: none"> Implementation Services 	CL-IMPL-CUSTOM	Custom Implementation	<ul style="list-style-type: none"> Boise State University University of Idaho North Idaho College College of Western Idaho College of Southern Idaho Eastern Idaho Technical College Lewis-Clark State College Idaho State University Idaho Digital Learning Academy 	\$5,556.00	\$50,000
	<i>Product ID</i>	<i>Product Description</i>			
Mobile <ul style="list-style-type: none"> Set up Fee 	MOBILE-SU-HENA	MOBILE CENTRAL SETUP HENA	<ul style="list-style-type: none"> Boise State University University of Idaho North Idaho College College of Western Idaho College of Southern Idaho Eastern Idaho Technical College Lewis-Clark State College Idaho Digital Learning Academy 	\$7,500	\$60,000
Totals:					\$110,000

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011

Idaho State Board of Education on behalf of its Member Institutions

BLACKBOARD SYSTEM-WIDE MASTER TERMS

Blackboard offers software and services that are useful for a range of educational purposes, from development of course websites to development of an entire online campus, and Blackboard also offers technology that allows institutions to establish and manage accounts for a stored value card system and security access system. Customer wishes to use such Blackboard software, services and other technology to enhance its Member Institutions', as listed in Appendix A, own educational programs, and Blackboard is willing to grant to Customer a license for this purpose in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

In consideration of the following mutual promises and agreements, the Parties agree as follows:

1. SCOPE OF AGREEMENT.

1.1 Exhibits and Schedules. These Master Terms describe the general terms by which Customer may license Software and purchase Services and/or Equipment (each as defined below) from Blackboard as set forth in any Schedule (as defined below). The pricing related to the license of software and the purchase of services is outlined in the Pricing Summary and the specific terms related to the license of Software or purchase of Services and/or Equipment are described in the appropriate Software Schedules or Service Schedules which have been separately executed by the Parties, and Exhibits to such Schedules (collectively referred to as "Schedules"). Schedules may be added or deleted from time to time by the agreement of the parties, but Customer acknowledges that it only has rights to use Software or receive Services/Equipment to the extent provided pursuant to one or more applicable Schedules which has been executed and remains in force.

1.2 Order of Precedence. In the event a conflict arises between these Master Terms and the provisions of any Schedule, these Master Terms will govern unless the relevant Schedule expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement. This means that the terms and conditions of any purchase order or payment documentation will not be binding upon either Party.

1.3 Pricing Model. Customer's Member Institution shall receive the benefit of the pricing outlined on the attached Pricing Summary.

1.4 Authority. Customer agrees that it shall require each Member Institution listed in Appendix A to abide by the terms and conditions of this Agreement and the applicable Schedules as signed by Customer or the Member Institution.

1.5 Ordering Procedure. Blackboard in fulfilling its obligations under the Blackboard System Wide Agreement may issue Schedules to Customer's Member Institutions. The following describes the procedures to be used for the requesting of Blackboard products and issuing of Blackboard Software Schedules against this Agreement:

Customer's Member institution(s) under the terms of the Blackboard Learning System Wide Agreement may request the purchase of a Blackboard product. The request for purchase shall be made to Andrew Houts at andrew.houts@blackboard.com against this system wide agreement and shall include:

- (a) A purchase order
- (b) Description of the product desired
- (c) Billing contact information
- (d) Technical Contact Information
- (e) Any information relevant and deemed necessary for the purchase of the Blackboard license and/or product.

2. DEFINITIONS

2.1 "Agreement" means the License and Services Agreement including, the Cover Page, the Pricing Summary and all Schedules (and exhibits to Schedules) attached to these Master Terms, as amended from time to time.

2.2 "Available Date" means, with respect to any particular Software, Equipment, or Support Services, the date upon which the relevant Software or Support Services are made available to Customer pursuant to the terms of the relevant

Schedule, regardless of whether Customer utilizes the Software, Equipment, or Support Services and for Equipment, the date a valid Purchase Order is accepted by Blackboard.

2.3 "Blackboard" means Blackboard Inc., a Delaware corporation with its principal office and place of business at 650 Massachusetts Avenue, NW, 1st floor, Washington, DC 20001 U.S.A, including its wholly owned subsidiaries.

2.4 "Confidential Information" means any non-public information disclosed by either Party to the other or related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, Confidential Information will be deemed to include, without limitation, information about a Party's business, vendors, customers, end users, end users' grades or other educational information, end users' financial information, transaction data, results from any benchmarking tests or analyses related to the licensed Software and services, products, services, employees, finances, costs, expenses, financial or competitive condition, policies, and practices, computer software programs and programming tools and their respective design, architecture, modules, interfaces, databases and database structures, non-literal elements, capabilities and functionality, source code and object code, as well as research and development efforts, marketing and distribution efforts, licensing, cross-licensing, marketing and distribution practices, computer software programs and other information licensed or otherwise disclosed to a Party in confidence by a third party, and any other non-public information that does or may have economic value by reason of not being generally known.

2.5 "Customer" means the customer identified on the cover page to which these Master Terms are attached and each Member Institution.

2.6 "Customer Content" means any data, information, graphics or other media files or other content, including, but not limited to, course materials, provided by or for Customer or any end user of the Software through use of the Software, excluding any portion of the Software or Documentation.

2.7 "Designated Server Site" means the physical location where the Software will be installed, either a location operated by Customer, or hosted by Blackboard.

2.8 "Documentation" means, with respect to any particular Software or Equipment, any applicable standard end user specifications and/or operating instructions provided by Blackboard for such Software and/or Equipment, which may be amended from time to time. Documentation does not include any sales or marketing materials.

2.9 "Effective Date" means the date upon which both Parties have executed the cover page to which these Master Terms are attached.

2.10 "Equipment" means any hardware and/or firmware provided by Blackboard to Customer pursuant to any Schedule, including, without limitation, hardware and/or firmware related to the stored value card system and security access system. Unless otherwise specified, Equipment shall be provided to Customer upon receipt and acceptance by Blackboard of a valid Purchase Order.

2.11 "Master Terms" means these Blackboard Master Terms.

2.12 "Member Institution" means the list of schools listed in Appendix A who are eligible to participate hereunder.

2.13 "Party" means either Blackboard or Customer.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011

Idaho State Board of Education on behalf of its Member Institutions bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary: (a) to comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party, provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party and made a reasonable effort to obtain a protective order; (b) to comply with applicable law or regulation requiring such disclosure; or (c) to make such court filings as may be required to establish a Party's rights under this Agreement.

4.5 Contact Information. Customer hereby authorizes Blackboard to include and use individual Customer contact information (i.e., primary contact, system administrator, billing contact) in contact lists for emails, mailings, and faxes from Blackboard relating to Blackboard-provided products and services, support, product and service matters, newsletters, user groups and events, and to provide contact information to third parties whose products or services Customer has purchased through Blackboard for the purpose of providing those products and services or support or maintenance for the products and services. Customer acknowledges that it has the right to provide such consent, and Blackboard acknowledges that it will not use or distribute the contact information except as explicitly set forth above.

4.6 Other Rights. Customer hereby grants to Blackboard the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Software in Blackboard's promotional materials. Blackboard agrees to discontinue such use within fourteen (14) days of Customer's written request.

4.7 FERPA. In the event that Customer provides Blackboard access, in the course of providing any services under this Agreement, to non-public end user educational information covered under the Family Education Rights and Privacy Act of 1974 ("FERPA"), Blackboard shall maintain the confidentiality of such information in accordance with the provisions of FERPA.

5. TERM; TERMINATION

5.1 Term. This Agreement shall commence as of the Effective Date and shall continue in effect until either: (i) the expiration of the minimum term, as specified on the Cover Sheet, or (ii) the expiration or termination of all Schedules, whichever occurs later.

5.2 Termination for Breach. In the event that either Party materially breaches any obligation, representation or warranty under this Agreement, the non-breaching Party may terminate this Agreement in its entirety, or, at the non-breaching Party's option, it may terminate solely the relevant Schedule pursuant to which such breach has occurred, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Without limiting the foregoing, either Party may terminate this Agreement immediately upon written notice to the other Party in the event the other Party materially breaches the provisions of Section 4 or the license usage restrictions in any Software Schedule.

5.3 Termination for Insolvency. Without prejudice to any other available remedies, either Party may terminate this Agreement immediately upon written notice if: (i) the other Party becomes insolvent, files for relief under any bankruptcy law, or makes an assignment for the benefit of its creditors generally or has a liquidator or a receiver appointed over a substantial part of its business or assets or commences to be wound up (other than for the purposes of a solvent amalgamation or reconstruction) or (ii) any other circumstances arise in any jurisdiction which entitle a Court

2.14 "Services" means any services provided by Blackboard to Customer pursuant to any Schedule, including, without limitation, consulting, educational, managed hosting installation and managed hosting, system administration, training or maintenance and support services.

2.15 "Software" means the object code version of the Blackboard Learn™, Blackboard, Transact™ or Blackboard Connect™ software as described on the applicable Software Schedule(s).

2.16 "Test Copy" shall mean one (1) copy of the Software for use solely for the purposes of testing the Software. Under no circumstances shall a test copy be used for production purposes. Unless otherwise indicated in an attached Schedule, test copies are unsupported.

3. APPLICATION OF SCHEDULES.

3.1 Provision by Blackboard. Blackboard agrees to make available and/or provide, as applicable, the Software, Equipment or Services required by any Schedule duly executed, attached and incorporated into this Agreement.

3.2 No Further Obligations. Except as required by any applicable Schedule or as otherwise agreed between the Parties, Customer acknowledges that Blackboard has no obligation under this Agreement to provide Software, Equipment or Services of any nature to Customer.

4. CONFIDENTIALITY

4.1 Nondisclosure and Nonuse. Each Party will keep the other Party's Confidential Information confidential. Specifically, each Party receiving Confidential Information agrees not to disclose such Confidential Information except to those directors, officers, employees and agents of such Party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Each Party acknowledges that it has all requisite authority under applicable laws to provide the other Party with access to Confidential Information. Each Party receiving Confidential Information further agrees that it will not use such Confidential Information except for the purposes set forth in this Agreement. Each Party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than the care a reasonable person would use under similar circumstances.

4.2 Notice. The receiving Party will promptly notify the disclosing Party in the event the receiving Party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing Party may reasonably request, at the disclosing Party's expense, in any litigation against any third parties to protect the disclosing Party's rights with respect to the Confidential Information.

4.3 Terms of Agreement. Except as otherwise provided by law, neither Party shall disclose the terms of the Agreement to any third party; provided, however, that either Party may disclose the terms of this Agreement to its professional advisers, or to any potential investor or acquirer of a substantial part of such Party's business (whether by merger, sale of assets, sale of stock or otherwise), provided that such third party is bound by a written agreement or legal duty on terms at least as strict as those set out in this Section 4 to keep such terms confidential.

4.4 Exceptions to Confidential Treatment. Notwithstanding the foregoing, the preceding provisions of this Section 4 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011

Idaho State Board of Education on behalf of its Member Institutions this Agreement, Blackboard may conduct such audits on a quarterly basis until such audits confirm that the relevant breach has been cured. The cost of any such audit shall be borne by Blackboard unless the audit reveals that Customer has underpaid fees due under this Agreement in excess of 5% of the total owed for any calendar year, in which case Customer shall, in addition, reimburse to Blackboard the reasonable costs of conducting the audit.

6.4 Taxes. The fees hereunder do not include any sales, use, excise, import or export, value-added or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees levied on the delivery of any Software or Equipment or the performance of Services by Blackboard to Customer. If applicable, Customer will be responsible for payment of such applicable sales, use, excise, import or export, value-added or similar tax or interest at point of sale. All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If Customer is required to deduct or withhold, Customer will promptly notify Blackboard of the requirement, pay the required amount to the relevant governmental authority, provide Blackboard with an official receipt or certified copy or other documentation acceptable to Blackboard evidencing payment, and pay to Blackboard, in addition to the payment to which Blackboard is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Blackboard equals the full amount Blackboard would have received had no such deduction or withholding been required. If Customer is exempt from any such taxes or fees, then such taxes or fees shall not be charged to Customer upon Blackboard's receipt of a copy of Customer's tax exemption certificate or number.

6.5 Expenses. Except as provided in these Master Terms or any Schedule, each party will be responsible for its own expenses incurred in rendering performance under this Agreement, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. In addition, if Blackboard is required by applicable law, legal process or government action or for a Customer audit to produce information, files, documents or personnel as witnesses with respect to this Agreement or the products or services provided to Customer by Blackboard, Customer shall reimburse Blackboard for any professional time and expenses including reasonable external or internal legal costs incurred to respond to the request, unless Blackboard is a party to the proceeding or the subject of the investigation.

6.6 Purchase Orders. Customer agrees that if its internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to Blackboard, it will timely issue such purchase order and inform Blackboard of the number and amount thereof. Customer agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Customer's obligations under this Agreement, including payment of amounts owed to Blackboard.

7. DISCLAIMERS AND REMEDIES. THE FOLLOWING PARAGRAPHS OF THIS SECTION 7 ARE IMPORTANT LEGAL LANGUAGE. PLEASE READ THESE PARAGRAPHS CAREFULLY, AS THEY LIMIT BLACKBOARD'S LIABILITY TO CUSTOMER.

7.1 Disclaimer of Warranty. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT OR IN ANY ATTACHED EXHIBITS OR SCHEDULE(S): (A) THE SOFTWARE, EQUIPMENT AND ALL PORTIONS THEREOF, AND ANY SERVICES ARE PROVIDED "AS IS." TO THE

or a creditor to appoint a liquidator, receiver, administrative receiver or administrator or equivalent officer or make a winding up order in relation to such Party.

5.4 Effect of Termination. Upon termination of this Agreement, all Schedules shall automatically and immediately terminate, and all licenses granted under this Agreement shall immediately cease. Upon termination, Customer will immediately discontinue all use of materials licensed under this Agreement, and will pay to Blackboard all amounts due and payable hereunder. Each Party: (i) will immediately cease any use of the other Party's Confidential Information; (ii) will delete any of the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; and (iii) will return to the other Party or, at the other Party's option, destroy, all copies of the other Party's Confidential Information then in its possession. Without limiting the foregoing, upon termination of any Schedule (including upon termination of this Agreement in its entirety), the provisions of such Schedule regarding the effect of such Schedule's termination shall also apply.

5.5 Survival. The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability accrued hereunder prior to or subsequent to such termination, nor affect or impair the rights of either Party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided in this Agreement. Without limiting the foregoing, the provisions of Sections 1, 2, 4, 5.4, 5.5, 6, 7, 8 and 9 of these Master Terms shall survive the termination of this Agreement for any reason.

5.6 Appropriation of Funds. The Parties understand and agree that because the SBOE is a governmental entity, this contract shall in no way bind or obligate the Customer or the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature. The Customer reserves the right to terminate the agreement, in whole or in part, if the legislature of the State of Idaho does not appropriate sufficient funds as may be required for the Customer, or if the legislature requires the Customer to return funds to the legislature. The Customer may also terminate this agreement if the executive branch of the State of Idaho mandates any cuts in or holdbacks of funding. Should the Customer decide to terminate this agreement under this provision, such termination shall become effective upon the 30th day following written notice to Blackboard.

6. FEES; EXPENSES

6.1 Fees; Payments. In consideration for Blackboard's performance under this Agreement, each Member Institution will be required to pay Blackboard all fees required by the Schedules for their individual Member Institution, as applicable, which fees will be due in accordance with the provisions of the relevant Schedules, but in no event later than thirty (30) days after the date of an invoice from Blackboard. Blackboard expressly reserves the right to change the fees payable under any Schedule with respect to any renewal of such Schedule upon expiration of its then-current term. Customer will pay all fees in U.S. dollars. Payments shall be sent to the address indicated on the invoice.

6.2 Late Fees. Blackboard may charge interest on any overdue amounts at the lower of: (i) the highest permissible rate or (ii) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment.

6.3 Audit. For the sole purpose of ensuring compliance with this Agreement, Blackboard shall have the right, at its expense, to audit Customer's use of the Software upon not less than seven (7) days' advance notice. Any such audit shall be during Customer's normal business hours and shall not be made more frequently than once every twelve months, provided that if any such audit reveals a material breach of

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011

MAXIMUM EXTENT PERMITTED BY LAW, BLACKBOARD AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT; (B) NEITHER BLACKBOARD NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE; AND (C) BLACKBOARD AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SOFTWARE.

7.2 Limitations of Liability. WITH THE EXCEPTION OF FERPA VIOLATIONS RESULTING DIRECTLY FROM BLACKBOARD'S GROSS NEGLIGENCE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BLACKBOARD OR ITS LICENSORS BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, EQUIPMENT OR SERVICES, WHETHER OR NOT BLACKBOARD WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES). IN NO EVENT SHALL BLACKBOARD'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE PARTICULAR SOFTWARE, EQUIPMENT AND/OR SERVICE WITH RESPECT TO WHICH THE RELEVANT CLAIM AROSE DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.3 Liability Not Excluded. Nothing in this Section 7 excludes or limits the liability of Blackboard to the Customer for (a) death or personal injury caused by the negligence of Blackboard, (b) violations of Export Controls, or (c) any other liability which cannot be excluded by law.

7.4 Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of this Agreement, and that, absent any such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

8. INFRINGEMENT

8.1 Blackboard Infringement Obligations. If any third party brings a claim against Customer alleging that the use of

Idaho State Board of Education on behalf of its Member Institutions the Blackboard-manufactured Software or Equipment authorized under this Agreement infringes: (1) a U.S. or European patent issued prior to the Effective Date; or (2) a copyright under applicable law of any jurisdiction Customer must promptly notify Blackboard in writing and make no admission in relation to such alleged infringement. In connection with any such claim and provided that Customer has promptly fulfilled all of the foregoing obligations and is not in material breach of the Agreement, Blackboard shall at its own expense and option: (i) indemnify, defend, and settle such claim, (ii) procure Customer the right to use the Software or Equipment, (iii) modify or replace the Software or Equipment to avoid infringement; or (iv) refund the applicable fee paid for the current term. In the event that Blackboard exercises option (i) above, it shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that Blackboard will keep Customer informed of, and will consult with any independent legal advisors appointed by Customer at Customer's own expense regarding the progress of such defense.

8.2 Exceptions. Blackboard shall have no liability to Customer under Section 8.1 or otherwise for any claim or action alleging infringement or violation of applicable privacy or publicity laws based upon: (i) any use of the Software or Equipment in a manner other than as specified by Blackboard; (ii) any combination of the Software or Equipment with other products, equipment, devices, software, systems or data not manufactured by Blackboard (including, without limitation, any software produced by Customer for use with the Software) to the extent such claim is directed against such combination; (iii) the Customer Content, or the use of the Customer Content; or (iv) any modifications or customization of the Software or Equipment by any person other than Blackboard (any of the foregoing, separately and collectively, "Customer Matters").

8.3 Customer Infringement Obligations. Subject to the limits of liability as specified in Idaho Code § 6-901 through § 6-929, known as the Idaho Tort Claims Act, Customer shall, at its own expense, indemnify and, at Blackboard's option, defend Blackboard against any losses, damages or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against Blackboard arising out of a Customer Matter and shall pay any damages finally awarded or settlement amounts agreed upon to the extent based upon a Customer Matter (any of the foregoing indemnifiable matters, each a "Blackboard Claim"), provided that Customer will not settle any Blackboard Claim unless such settlement completely and forever releases Blackboard with respect thereto or unless Blackboard provides its prior written consent to such settlement. Blackboard agrees (i) to provide Customer with prompt written notice of any Blackboard Claim and (ii) to provide such assistance as Customer may reasonably request, at Customer's expense, in order to settle or defend any such Blackboard Claim.

8.4 Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO CLAIMS BY ANY THIRD PARTY ALLEGING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

9. MISCELLANEOUS MATTERS

9.1 Severability. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term or provision shall be construed (i) to have been modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and (ii) to give effect to the intent of the Parties (including, without limitation, with respect to the economic effect of the Agreement), and the remainder of this

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011

Idaho State Board of Education on behalf of its Member Institutions

Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

9.2. Conflict Resolution. Except with respect to controversies or claims regarding either Party's Confidential Information or proprietary rights under this Agreement, in the event any controversy or claim arises in connection with any provision of this Agreement, the Parties shall try to settle their differences amicably between themselves by referring the disputed matter to their respective designated representatives for discussion and resolution. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and if such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either Party may seek the remedies available to such Party under law. Notwithstanding the foregoing, nothing in this Section 9.2 will be construed to limit either Party's rights under Sections 5 and 9.6.

9.3 Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Idaho without reference to its conflicts of law provisions. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement.

9.4 Modification and Waiver. No modification, amendment, supplement, or other change to this Agreement, including, without limitation, changes to any Schedule will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Customer. No waivers under this Agreement will be effective unless expressly set forth in writing and signed by a duly authorized representative of the Party against whom enforcement thereof is sought. The failure of either Party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of such provision or right with respect to subsequent claims (unless expressly so stated in a valid amendment or waiver), and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.

9.5 Assignment. Neither Party shall be entitled to assign this Agreement or its rights or obligations under this Agreement, whether voluntarily or by operation of law, except with the written consent of the other Party; provided, however, that either Party may assign this Agreement without the consent of the other Party to any entity that is the successor corporation in any merger or consolidation of either Party, or any entity that purchases a majority of the voting securities of either Party, or all or substantially all of the assets of either Party, or of a specific division or group of such Party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

9.6 Remedies. The Parties agree that any breach of this Agreement would cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in Sections 5, 7 and 8. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its legal fees, court costs and other collection expenses, in addition to any other relief it may receive.

9.7 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth above or to such other address as shall be given in accordance with this Section 9.7, and shall be effective upon receipt.

9.8 Force Majeure. Except with regard to payment obligations, neither Party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority.

9.9 U.S. Government Users. The following applies to any end user that is a U.S. Government entity: Each of the components that comprise the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. Contractor/manufacture is Blackboard Inc., 650 Massachusetts Avenue, NW, 1st floor, Washington, DC 2001 All rights not specifically granted in this Agreement are reserved by Blackboard.

9.10 Export Control. Each Party shall comply with all applicable federal export laws, regulations, and embargoes ("Export Controls"), including but not limited to the Export Administration Regulations, as amended, (15 C.F.R. §§730-772) and the International Traffic in Arms Regulations, as amended, (22 C.F.R. §§120-130), and the sanctions and asset control regulations administered and enforced by the U.S. Department of Treasury Office of Asset Control, in connection with its performance under the Agreement. The Parties acknowledge that Export Control requirements of one Party may affect the performance of this Agreement by the other Party and that neither Party shall, through its performance of this Agreement, knowingly export or re-export any controlled items, technology, or software in violation of Export Controls.

9.10.1 Blackboard Software and Confidential Information. Customer shall not export or allow the export or re-export the Software, any components thereof or any Confidential Information of Blackboard without the express, prior, written consent of Blackboard and except in compliance with Export Controls.

9.10.2 Customer Content. Blackboard shall, in order to ensure compliance with Export Controls, store all Customer Content on servers located solely within the Continental United States. Access to Customer Content by Blackboard employees or contractors, including support or managed hosting personnel, shall be limited to individuals for whom access to Customer Content would not constitute an export by Customer in violation of any Export Controls. Blackboard shall prevent any access to Customer Content by individuals located in countries that, under federal Export Controls, are subject to comprehensive embargoes or sanctions on selected categories of items to specific destinations (including, but not limited to, such countries as Cuba, Iran, Libya, North Korea, Sudan and Syria).

9.11 Relationship. Blackboard and Customer are independent contracting parties. This Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.

9.12 Employment. Both Parties hereby agree that during the Term, they will not, except with prior written approval of the other Party, directly or indirectly hire (including hiring as an independent contractor) or attempt to solicit for hire, or

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
SEPTEMBER 9, 2011**

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

encourage to end their relationship with the other Party, any persons who are employed by the other Party.

9.13 Entire Agreement. This Agreement and Exhibit(s), constitutes the entire, full and complete Agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and this Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. This means that Customer may not and should not rely on any sales or marketing materials provided to it by Blackboard. Blackboard's only obligations to Customer related to the subject matter of this Agreement are set forth in this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall exclude or restrict the liability of either party arising out of fraud or fraudulent misrepresentation. This Agreement, and any Schedule thereto, may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures.

9.14 Headings. Descriptive headings are for convenience of reference only, and shall not control or affect in any way the interpretation or construction of any provision of this Agreement.

END OF MASTER TERMS

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
SEPTEMBER 9, 2011**

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

LIST OF MEMBER INSTITUTIONS

Appendix A

- Boise State University
- College of Southern Idaho
- College of Western Idaho
- Eastern Idaho Technical College
- Lewis-Clark State College
- North Idaho College
- The University of Idaho
- Idaho State University
- Idaho Digital Learning Academy
- Idaho State Board of Education

*Customer may add additional Member Institutions to Appendix A, if agreed to by both Parties and with notification of at least thirty (30) days.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

SOFTWARE SCHEDULE BLACKBOARD LEARN™ SOFTWARE SCHEDULE

This Blackboard Learn™ Software Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard and Idaho State Board of Education on behalf of its Member Institutions ("Customer") and is an addendum to the Blackboard License And Services System Wide Agreement between Blackboard and Customer, including the System Wide Master Terms, the applicable Pricing Summary and other Schedules incorporated therein (collectively, the "Agreement"). Capitalized system wide terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the System Wide Master Terms. In consideration of the foregoing premises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. ADDITIONAL DEFINITIONS

1.1 **"Blackboard Learn™ Software"** consists of the following packages, each of which is licensed separately:

- (a) **"Blackboard Learn™ for Course Delivery"** consisting of the course delivery module.
- (b) **"Blackboard Learn™ for Community Engagement"** consisting of the course delivery and community engagement modules.
- (c) **"Blackboard Learn™ for Academic Content"** consisting of the course delivery and content management modules.
- (d) **"Blackboard Learn™ for Academic Collaboration"** consisting of the course delivery, community engagement, and content management modules.
- (e) **"Blackboard Learn™ for Outcomes Assessment"** consisting of outcomes assessment.

1.2 **"Application Pack"** means the object code software utility release(s) that are designed to work with the Software that may be, in Blackboard's sole discretion, issued in between Updates, designated by AP#, and/or later incorporated into Updates or Upgrades.

1.3 **"Authorized End User"** (This pertains to **Higher Ed** Institutions) means any individual who is a student in a degree- or certificate-granting program of Customer, prospective student, alumni, consortia student registered to take one of Customer's courses, employee, trustee or collaborating researcher, or independent contractor of Customer or a Customer employee (solely to the extent any such employee use the Software for Customer's internal training purposes). Customer's Authorized Users will not exceed Customer's FTE listed on the Pricing Summary.

1.4 **"Authorized End User"** (This pertains to **K-12** Institutions) means any individual who is a student, teacher, parent of student or employee of Customer, (solely to the extent any such employee uses the Software for Customer's internal training purposes). Customer's Authorized Users will not exceed Customer's User Band listed on the Pricing Summary.

1.5 **"Corrections"** means a change (e.g. fixes, workarounds and other modifications) made by or for Blackboard which corrects Software Errors in the Software, provided in temporary form such as a patch, and later issued in the permanent form of an Update.

1.6 **"Designated Server Site"** means the physical location where the Software will be installed, as identified in the Pricing Summary.

1.7 **"Pricing Summary"** means the pricing attributable to the software and services provided pursuant to the Schedule as set forth on the cover page to the Agreement.

1.8 **"Software"** means, for purposes of this Schedule only, the Blackboard Learn proprietary software, as identified in the Pricing Summary, which contains one or more of the following packages: Blackboard Learn for Course Delivery, Blackboard Learn for Community Engagement, Blackboard Learn for Academic Content, Blackboard Learn for Academic Collaboration, and Blackboard Learn for Outcomes Assessment, including Updates, Upgrades, Corrections, and Application Packs thereto. Each package is licensed separately.

1.9 **"Software Error"** means a failure of any Software materially and substantially to conform to applicable Documentation, provided that such failure can be reproduced and verified by Blackboard using the most recent version (including all available Corrections, Application Packs, Updates, and Upgrades) of such Software made available to Customer, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by: (i) Customer's or its end users' negligence; (ii) any modification or alteration to the Software not made by Blackboard; (iii) data that does not conform to Blackboard's specified data format; (iv) operator error; (v) use on any system other than the operating system specified in the Documentation, (v) accident, misuse or any other cause which, in Blackboard's reasonable determination, is not inherent in the Software; or (vi) any use of the Software other than expressly authorized in this Schedule.

1.10 **"Supported Interface"** means application-based interfaces (API) provided pursuant to the *Blackboard Building Blocks®* program, to the extent the program is available, network protocols, data formats, database schemas, and file formats available for use in the Software as expressly specified in the Documentation

1.11 **"Third-Party Software"** means the software or content manufactured or created by third parties that has been incorporated by Blackboard into the Software

1.12 **"Updates"** means the object code versions of the Software that have been developed by Blackboard to correct any Software Error and/or provide additional functionality and that have been commercially released with a version number that differs from that of the prior version in the number to the right of the decimal point (e.g., 2.0 vs. 2.1) and that are not marketed as a separate product or solution, including Application Packs.

1.13 **"Upgrades"** means the object code versions of the Software that have been customized, enhanced, or otherwise modified by or on behalf of Blackboard, acting in its sole discretion, to include additional functionality and that have been released with a version number that differs from that of the prior version in the number to the left of the decimal point (e.g., 3.0 vs. 2.0) and that are not marketed as a separate product or solution.

2. LICENSE

2.1 **"Grant of License."** Subject to the terms and conditions of this Schedule and the Master Terms, Blackboard grants Customer and each Member Institution, a limited, non-exclusive, non-transferable non-sublicenseable right and license (i) to install and use one (1) production copy and one unsupported Test Copy of the Software for one installation at Member Institutions' Designated Server Site, solely in the form of machine-readable, executable, object code or bytecode, as applicable, and solely in connection with providing access to Customer Content to Customer's Authorized End Users (unless otherwise expressly stated in the special provisions of the Pricing Summary) and to use the Documentation provided, however, that such Test Copy may be used to the extent required for and for the sole purposes of application clustering and/or load balancing, (a) on a group of production servers, with each server acting as a managed node within such group so that, effectively, the application is deployed on a single logical system host comprised of multiple managed node servers or (b) on multiple managed nodes that are configured and deployed on a single physical host that manages the self contained nodes. Customer acknowledges and understands that, in the event it wishes to use the Software for any purposes other than those expressly permitted by the foregoing, including, without limitation, to

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

provide course materials or other content to any end users who are not Customer's Authorized End Users, Customer will be required to obtain additional license rights from Blackboard pursuant to a separately executed Schedule and payment of additional license fees.

2.2 General Usage Restrictions. Customer agrees not to use the Software or Documentation for any purposes beyond the scope of the license granted in Section 2.1 or, if applicable, any special provisions set forth on the Pricing Summary. Without limiting the foregoing, except as expressly contemplated in this Agreement or as otherwise agreed in writing between the Parties, Customer shall not: (i) copy or duplicate the Software or Documentation, provided that, notwithstanding the foregoing, Customer shall be permitted to create one (1) copy of the Software for archival, non-productive purposes provided that Customer reproduces on the copy all copyright notices and any other confidential or proprietary legends that are on or encoded in the Software; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which the Software is compiled or interpreted, and Customer hereby acknowledges that nothing in this Agreement shall be construed to grant Customer any right to obtain or use such source code; (iii) install or use the Software on any computer, network, system or equipment other than the Designated Server Site, except with the prior written consent of Blackboard; (iv) modify the Software or create any derivative product of the Software, except with the prior written consent of Blackboard, provided that the foregoing shall not be construed to prohibit Customer from configuring the Software to the extent permitted by the Software's standard user interface; (v) sublicense, assign, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the license granted in Section 2.1; or (vi) use the Software or Documentation to provide services to third parties other than Authorized End Users in the nature of a service bureau, time sharing arrangement or as an application service provider, as such terms are ordinarily understood within the software industry or for any other reason. Customer will not obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the Software, nor will Customer add any other notices or markings to the Software or any portion thereof except as permitted by the Software standard user interface. Customer shall not use the Software in violation of Blackboard's obligations to any third party incurred prior to the Effective Date, provided that Blackboard has notified Customer of such obligation. Customer shall not provide access to the Software to anyone other than Authorized End Users without Blackboard's prior written consent; provided, however, that Customer may provide access to *Blackboard Building Blocks*® partners that are subject to a valid Blackboard developer's license agreement for the limited purpose of installing, maintaining and supporting their *Blackboard Building Blocks*® applications. Customer shall ensure that its use of the Software complies with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the Parties or the Software. Customer warrants that its Authorized End Users will comply with the provisions of this Schedule in all respects, including, without limitation, the restrictions set forth in this Section 2.2. Customer will take appropriate steps to ensure that it and its Authorized End Users do not share access information (including user identification data and passwords) with third parties except as expressly permitted under this Agreement. Under no circumstances shall Customer permit any third party to host the Software.

2.3 Further Restrictions. Customer acknowledges that certain Blackboard Software contains an "Auto Report" feature, which feature provides to Blackboard aggregate usage statistics regarding the Software, and Blackboard represents and warrants that the Auto Report feature does not report individually identifiable use information to Blackboard or any third party. Customer will not disable the Auto Report feature of the Software, or undertake any action which has the effect of preventing such feature from operating correctly or the effect of modifying the information reported thereby.

2.4 Interoperability. To the extent permitted by the specifications as outlined in the Documentation for the Software at <http://behind.blackboard.com>, if the Customer wishes to achieve interoperability of the Software with another software program and requires interface specifications or other information in order to do so, the Customer should request that information from Blackboard. Nothing in this Section 2.4 authorizes Customer to use any interfaces except the Supported Interfaces for the Software level. Customer may not use any Supported Interface in a manner that is inconsistent with the Documentation.

2.5 Third Party Software/Content. Customer acknowledges that the Software may utilize software and/or content made available to Blackboard by third parties, which shall constitute "Third Party Software." Pursuant to its agreements with these third parties, Blackboard hereby grants to Customer a non-exclusive, non-transferable license to load and/or operate and use the Third Party Software solely in connection with Customer's own instructional activities.

2.6 Ownership of Software. Blackboard and its licensors shall be deemed to own and hold all right, title and interest in and to the Software, and Customer acknowledges that it neither owns or acquires any additional rights in and to the Software not expressly granted by this Agreement, and Customer further acknowledges that Blackboard hereby reserves and retains all rights not expressly granted in this Agreement, including, without limitation, the right to use the Software for any purpose in Blackboard's sole discretion.

2.7 Expansion of Licensed Use. (This pertains to **Higher Ed** Institutions) Blackboard Software is priced annually based upon Blackboard User Bands. Blackboard User Bands are comprised of the FTE (as defined below) of licensing institution PLUS the number of Users in outside programs. Pricing is based on Customer's FTE. Customer agrees that the FTE provided to Blackboard is correct and accurate to the best of its knowledge. For the Software on this Schedule, Customer's license for the Software on this Schedule shall be expanded in increments as indicated below and Blackboard will assess additional license fees for increases in Customer's FTE as agreed upon by Customer and Blackboard. Blackboard's User Bands are as follows:

BLACKBOARD LEARN™ SOFTWARE:

Blackboard Band

1-2000
2,001 to 4,000
4,001 to 8,000
8,001 to 15,000
15,001 to 25,000
25,001 to 50,000

ADDITIONAL bands of 25,000 will be priced separately

FTE is calculated by dividing the total credit hours at the lower and upper division by fifteen (15), and at the graduate division by twelve (12). For professional schools, full-time equivalents shall be established by dividing the total credit hours in the Law School by 14. For WAMI and IDEP, the FTE will be equal to the head count enrollment for these programs. FTE calculations for the Pharm-D program will be made using the guidelines – 15 credit hours for undergraduate and 12 for graduate.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

To the extent that Customer desires non traditional students, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses to utilize the Blackboard Software, the total number of such other users shall be communicated to Blackboard to be priced separately when the combined numbers of such other users exceeds ten percent (10%) of the total FTE number reported by Customer.

Blackboard's assessment of additional license fees will be in accordance with Blackboard's then-current pricing.

2.8 Expansion of Licensed Use. (This pertains to **K12** Institutions) The Software is priced annually based upon Blackboard User Bands. Blackboard User Bands are calculated on the basis of the total number of "available" users, who are those Authorized End Users whose accounts within the Software are indicated as "available", less the number of parents/guardians that a Customer expressly and in good faith notifies to Blackboard. Customer agrees that the number of available Authorized End Users provided to Blackboard is correct and accurate to the best of its knowledge. For the Software on this Schedule, Customer's license for the Software on this Schedule shall be expanded in increments as indicated below and Blackboard will assess additional license fees for increases in Customer's Authorized End Users. Blackboard's User Bands are as follows:

BLACKBOARD LEARN™ SOFTWARE

Blackboard Band

1-500
501 to 2,000
2,001 to 5,000
5,001 to 10,000

ADDITIONAL bands of 5,000 will be priced separately

The school or school district shall provide Blackboard ninety (90) days prior to the commencement of any term a written acknowledgement of the number of individuals who have user IDs for the Software.

For the purposes of Asynchronous and Blended learning courses for K12 schools in Idaho One (1) FTE shall be equal to Five (5) available course enrollments. The total available course enrollments in Blackboard Learn shall be calculated and then the total number divided by five (5) three times during the school year. These calculations will occur on November 30th, February 30th, and July 30th with the highest available course enrollments counting towards FTE.

Calculation:

```
select Count(*)
from users
JOIN course_users
    ON Course_Users.USERS_PK1 = Users.Pk1
JOIN Course_Main
    ON Course_Users.CRSMAIN_PK1 = Course_Main.PK1
where users.AVAILABLE_IND = 'Y' -- Checks to ensure the user is available
AND Course_Main.AVAILABLE_IND = 'Y' -- Checks to ensure the course is available
```

Blackboard's assessment of additional license fees will be in accordance with Blackboard's then-current pricing. In the event of growth related to a Customer merger or acquisition, Blackboard's assessment of additional license fees will be in accordance with Blackboard's then-current pricing.

2.9 Ordering Procedure. Once the Agreement has been signed, should Customer desire to license additional Software solutions or Equipment from Blackboard, Customer may do so by providing a purchase order to Blackboard. The request for purchase/upgrade shall be made to Blackboard, via fax at 202-318-2619 pursuant to the Agreement and shall include:

- A purchase order
- Description of the product(s) and/or solution(s) desired
- Billing contact information
- Technical Contact Information
- Any information relevant and deemed necessary by Blackboard for the license of the Software.

3. DELIVERY

Unless otherwise agreed by the Parties, as soon as commercially practicable after the Schedule Effective Date, Blackboard will make available a copy of the Software for downloading from the Internet by Customer for purposes of installation by Customer, and delivery of the Software shall be deemed complete when Blackboard notifies Customer that the Software is available for download. Customer acknowledges that the download site will be made available to Customer for a period not longer than thirty (30) days from the date of such notice, and Customer will have no right to download the Software after this thirty (30)-day period.

4. FEES

In consideration for the services provided and license(s) granted in this Schedule with respect to the Initial Term (as defined below), Customer (or Member Institution, as applicable) shall pay to Blackboard all fees specified in the Pricing Summary or otherwise required in this Schedule, which fees shall be non-cancelable and non-refundable. With respect to each Renewal Term (as defined below), if any, Customer shall pay to Blackboard the then-current fees for such services and licenses, which amounts shall be due and payable within thirty (30) days of the date of Blackboard's invoice for such Renewal Term. Customer further agrees to reimburse Blackboard for: (i) reasonable travel and living expenses

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

incurred by Blackboard's employees and subcontractors in connection with the performance of maintenance and support services under this Schedule and; (ii) any other expenses described in this Schedule, provided that Blackboard will receive Customer's prior approval for single expenses greater than \$250, and further provided that, upon Customer's request, Blackboard will provide reasonable documentation indicating that Blackboard incurred such expenses. Except as otherwise required by this paragraph, all amounts payable under this Schedule shall be subject to applicable provisions of the Master Terms.

5. TERM

This Schedule shall become effective (i) when executed by authorized representatives of both Parties (the "Schedule Effective Date"); or (ii) the Effective Date of the Agreement, whichever later occurs, and shall continue in effect for a period of four (4) years (the "Initial Term"). Thereafter, the Schedule will be renewable annually with mutual consent of both parties upon the conclusion of the Initial Term and upon each twelve (12) month period following the Schedule Effective Date for successive one (1)-year periods (each, a "Renewal Term.. Upon termination of this Schedule, all licenses granted under this Schedule shall immediately cease, and Customer will: (i) immediately discontinue all use of Software licensed under this Schedule; (ii) pay to Blackboard all amounts due and payable hereunder; (iii) remove the Software from its server and provide to Blackboard proof of the destruction of the original copy and any other copies of the Software; and (iv) return all Documentation and related training materials to Blackboard within a reasonable time at Customer's cost.

6. LIMITED SOFTWARE WARRANTY

Blackboard warrants, solely for the benefit of Customer, that any Software licensed under this Schedule which is manufactured by Blackboard will substantially conform to the applicable Documentation for a period of ninety (90) days after the initial Available Date, provided that: (i) Blackboard has received all amounts owed under this Agreement; (ii) Customer is not in material breach of this Agreement; (iii) Customer has installed any Corrections, Upgrades and Updates made available to Customer; and (iv) Customer has notified Blackboard in writing of any failure of the Software to conform to the foregoing warranty within the warranty period. CUSTOMER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY BLACKBOARD, AND THAT BLACKBOARD'S SOLE OBLIGATION, AND CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTY, IS REPAIR OR REPLACEMENT (AT BLACKBOARD'S OPTION) OF THE RELEVANT SOFTWARE IN A TIMELY MANNER.

7. SUPPORT AND MAINTENANCE

Product Support. Customer is eligible to receive Product Support from Blackboard as described in the Blackboard Client Support Services Guide located on Blackboard's website at <http://library.blackboard.com/docs/support/supportsvcguid.pdf>, which Blackboard reserves the right to modify, from time to time, effective five (5) days after such modified document is posted at the relevant link, such posting to constitute effective notice of changes.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date written below.

BLACKBOARD

CUSTOMER: Idaho State Board of Education on behalf of its
Member Institutions

Signature
Tess Frazier, Vice President

Print Name and Title

Signature

Print Name and Title

Date:

Date:

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

BLACKBOARD LEARN DEVELOPER'S NETWORK SCHEDULE

This Blackboard Developer's Network Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard and Idaho State Board of Education on behalf of its Member Institutions ("Developer") and is an addendum to the Blackboard License and Services Agreement between Blackboard and Developer, which includes, without limitation, the System Wide Master Terms and other Schedules incorporated therein. Capitalized system wide terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the System Wide Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Program Description.

1.1 Blackboard Inc. ("Blackboard") desires to create a community of developers who design software that is interoperable with Blackboard's existing software. In order to do so, Blackboard makes available, subject to the terms of this Agreement, membership in a Blackboard Developers Network (the "Developers Network" or "BbDN"). Members of the BbDN have access to a Software Development Kit (the "SDK"), a package containing APIs and documentation that allow you to write code that interfaces with certain Blackboard software, reference materials and other documentation, support provided via a community discussion forum and a copy of Blackboard Academic Suite™. If you wish to join the Developer's Network and get access to the SDK and other benefits of membership, you must agree to the terms of this Agreement. This program relates to the Blackboard Learn applications only.

2. Definitions.

2.1 "Blackboard" means:

(a) for a Developer downloading the Blackboard Software to an address in the United States or Canada, Blackboard Inc., a Delaware corporation with its principal place of business at 650 Massachusetts Avenue, NW, 1st floor, Washington, DC 20001; or (b) for a Developer downloading the Blackboard Software to an address outside the United States or Canada, Blackboard International B.V., a Netherlands company.

2.2 "Blackboard Software" means the Blackboard software, limited to a maximum of 150 users, 100 courses, and 1,000 enrollment records per Member Institution, provided pursuant to this Agreement, and Supported Interfaces (and any Documentation and help files included within such software), as well as any additional materials that Blackboard may, in its sole discretion, provide, such as corrections, updates and Upgrades. Blackboard shall have no obligation to provide such additional materials, and any such additional materials that it does provide shall be deemed to be part of the Blackboard Software under this Agreement.

2.3 "Customers" means those persons, organizations or entities that have licensed from Blackboard one or more components of the Blackboard Software.

2.4 "Derivative Work(s)" shall have the meaning currently ascribed to it under the Copyright Act at 17 U.S.C. § 101 – a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgement, condensation, or any other form in which the preexisting work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work".

2.5 "Developer Software" means: (i) software application programs created by the Developer that are designed to operate in combination with the Blackboard Learn™ software that is provided pursuant to this Agreement; and (ii) all documentation for these software application programs; provided that: (a) the software application programs and documentation are authored or created by Developer or on Developer's behalf and that such software programs do not contain intellectual property from the Blackboard Software, and (b) the software application programs do not incorporate any part of the Blackboard Software, other than the connectors into the APIs of the Blackboard Software; or (c) such software applications programs and documentation do not otherwise constitute a Derivative Work of the Blackboard Software.

2.6 "Developer's Network Information" means the sample software code developed by Blackboard pursuant to the Developer's Network, related Documentation and other proprietary information made available to Developer as a result of this Agreement.

2.8 "Purpose" means the purpose of this Schedule, which is to create a community of developers who design software that is interoperable with Blackboard's existing software.

2.7 "Specifications" means the technical specifications for the Blackboard Software as set forth in the applicable documentation.

2.8 "Supported Interfaces" means application programming interfaces ("API"), network protocols, data formats, database schemas, and file formats used in the Blackboard Software as described in the Documentation.

2.9 "Upgrades" mean the object code versions of the Blackboard Software that have been customized, enhanced, or otherwise modified by or on behalf of Blackboard, acting in its sole discretion, to include additional functionality and that has been released with a version number that differs from that of the prior version in the number to the left of the decimal point (e.g., 3.0 vs. 2.0).

3. Obligations

3.1 General. Developer shall use the Blackboard Software to develop the Developer Software in a manner and for purposes that are consistent with the Purpose of this Schedule.

3.2 Blackboard Obligations.

3.2.1 Blackboard shall provide Developer with: (a) access to the Developer's Network Information; and (b) one (1) copy of the Blackboard Software, pursuant to the licenses in Section 4 below, together with Documentation to assist in developing the Developer Software.

3.2.2 For thirty (30) days after the Effective Date, Blackboard shall provide web-based technical support, for installation purposes only, to two (2) technical contacts at Developer's location who are the only individuals who may contact Blackboard regarding installation support services. Developer may change its technical contacts as long as Blackboard is informed in writing and the list does not exceed two (2) contact personnel. Such support will be available Monday through Friday from 8:00 AM to 8:00 PM EST, except federal holidays. Except with regard to the foregoing, Blackboard will have no obligation to provide: (a) any support regarding the Blackboard Software, (b) any development tools for, or updates to, the Blackboard Software, and (c) any maintenance or training for the Blackboard Software.

3.3 Developer Obligations

3.3.1 Developer agrees and represents that it shall develop the Developer Software in accordance with the Purpose of this Schedule and to enable simple installation and integration of the Developer Software into the Blackboard Software, as installed by a Customer.

3.3.2 Developer shall provide its standard customer support to Customers using and installing the Developer Software. Developer shall be solely responsible for providing all end-user support for any Developer Software.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

3.3.3 Prior to permitting a third party to resell or distribute the Developer Software, Developer shall provide Blackboard a right of first refusal to resell or distribute the Developer Software based upon mutually agreeable terms which shall be no worse than the most favorable terms granted to such third party.

3.3.4 Developer shall not disable the Auto Reporting Option of the Blackboard Software.

3.3.5 The Developer may provide consulting services to third parties relating to the Developer Software, but the Developer shall not use the Blackboard Software licensed to the Developer under this Schedule to provide consulting services that are related to the Blackboard Software and not the Developer Software.

4 License

4.1 Developers' Network Information Grant. Solely in connection with the Purpose of this Schedule, Blackboard hereby grants to Developer, and Developer hereby accepts from Blackboard, a limited, nonexclusive, nontransferable right and license to download, review and use up to twenty five (25) copies of the Developer's Network Information on the Internet or Intranet server or servers at Developer's site. Developer may use the Developer's Network Information solely in connection with its own internal development purposes in connection with the Purpose of this Schedule. Developer may copy the Developer's Network Information, or any portion thereof, in whole or in part only for the Purpose of this Schedule.

4.2 Blackboard Software License Grant. Solely in connection with the Purpose of this Schedule and the development of the Developer Software, Blackboard hereby grants to Developer, and Developer hereby accepts from Blackboard, a nontransferable, nonexclusive right and license to use the copy of the Blackboard Software provided to Developer by Blackboard, but only at the address at which Developer provides pursuant to this Schedule (or other locations, provided that Developer notifies Blackboard in writing and Blackboard does not object within ten (10) days of receiving such notice), and solely for the purposes of: (1) creating the Developer Software at the Designated Server Site; and (2) supporting the Developer Software at the Designated Server Site. No right is granted to distribute all or any portion of the Blackboard Software or the Documentation. In the event that Developer desires to receive a license to use the Blackboard Software other than in connection with development or support of the Developer Software, or on operating system other than the one at the Designated Server Site, such license shall be pursuant to a separate license agreement. Developer may only make one (1) backup copy of the Blackboard Software for its own internal purposes, but otherwise may not copy, duplicate or reproduce the Blackboard Software in any manner.

4.3 Third Party Software/Content. Developer acknowledges that the Blackboard Software may utilize software and/or content made available to Blackboard by certain third parties (the "Third Party Software"). Pursuant to its agreements with such third parties, Blackboard hereby grants to Developer a non-exclusive, nontransferable and sublicensable right and license to load and/or operate and use the Third Party Software solely to the extent of the license in Section 4.2.

4.4 Termination of Access to Third Party Software. Blackboard's licensors and suppliers reserve the right, at their discretion, to restrict, suspend or terminate Developer's access to all or any part of the Third Party Software at any time for any reason without prior notice or liability. Blackboard's licensors and suppliers may change, suspend or discontinue all or any aspect of the Third Party Software, including the availability, without prior notice or liability.

4.5 No Other Rights Granted. Apart from the licenses expressly granted in Sections 4.1 and 4.2, no license or other right is granted by Blackboard to Developer under this Schedule. Developer shall have no right or access to the source code of the Blackboard Software. Developer shall appoint no resellers, other developers, or sub-distributors or ASPs of the Blackboard Software, and shall not permit any third party to access the Blackboard Software, including, without limitation, any subcontractors for the purpose of subcontracting the development of the Developer Software.

4.6 Nondisclosure and Nonuse. Developer shall (a) disclose Developer's Network Information during the term of this Agreement to only those directors, officers, employees and agents of such Party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Developer's Network Information; and (b) use such Developer's Network Information during the term of this Agreement only for the Purpose set forth in this Agreement. Developer shall treat the Developer's Network Information as strictly confidential, and shall use the same care to prevent disclosure of such information as it uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances.

4.7 Restrictions. Except as may be expressly permitted during the Term of this Agreement in Section 4.2, Developer shall not: (a) modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Blackboard Software or any part thereof, or grant any other person or entity the right to do so or take any action that would assist any other person or entity in doing so (and Developer will promptly notify Blackboard of any information that any other person or entity is or is attempting to copy, reverse engineer, disassemble, decompile, translate or modify the Blackboard Software); (b) modify, delete, replace, change, prepare derivative works of or otherwise alter any files in the Blackboard Software; (c) loan, rent, lease, give, sublicense, distribute, transfer, publish, disclose, display, or otherwise make available the Blackboard Software, in whole or in part, to any other person or entity except as expressly permitted herein; (d) use the Blackboard Software in connection with the development of any products other than the Developer Software or (e) transmit the Blackboard Software over a network or from one computer to another (other than on a limited basis within Developer's local area network), or upload the Blackboard Software to electronic bulletin boards, web sites, or otherwise distribute them (or any portion), whether electronically, or on tangible media.

5 Marketing

5.1 License for Marks. Contingent upon the requirements set forth in this Section 5, Blackboard grants to the Developer, for the term of this Schedule, a limited, nonexclusive, royalty-free license to use the "Blackboard®" the "Bb" logo, and "Blackboard Building Blocks®", "Blackboard Developer's Network™", "Blackboard Developer's Network Catalog", "BbDN", "Blackboard PowerLinks™", "Blackboard PowerLinks DevNet" trademarks and trade names, each only in order to show that Developer is a member of the Developer's Network and that the Developer Software is compatible with the Blackboard Software (the "Blackboard Licensed Marks"). Developer grants to Blackboard a limited, nonexclusive, royalty-free license to use the following Marks: (1) the Developer's corporate name and/or trade name, (2) the Developer's corporate logo; and (3) the product name of the Developer Software developed under this Schedule; each only in order to identify Developer Software that is compatible with the Blackboard Software (the "Developer Licensed Marks"). Collectively, the Blackboard Licensed Marks and the Developer Licensed Marks shall be referred to as the "Licensed Marks"). Each of these two licenses is contingent on the requirements that each Party: (a) does not create a unitary composite mark involving a Mark of the other Party without the prior written approval of such other Party; (b) displays symbols and notices clearly and sufficiently, indicating the trademark status and ownership of the other Party's Marks in accordance with applicable trademark law and practice; and (c) uses the other Party's Marks in a manner that is consistent with the Purpose of this Schedule. In no event shall Developer use the word "Blackboard" in the name of any of its products or services, including, without

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

limitation, the use of "[product] for Blackboard". Each Party acknowledges that its utilization of the Licensed Marks under this Schedule will not create in it, nor will it represent that it has any right, title or interest in or to such Licensed Marks other than the licenses expressly granted herein. Blackboard may, but is not obligated to, list the Developer Licensed Marks on web sites and product marketing materials associated with the Developer's Network and the Blackboard Building Blocks and Blackboard PowerLinks Programs. Neither Party will do anything to contest or impair the trademark rights of the other Party and will comply with such Party's standard trademark usage guidelines as such Party may provide from time to time.

5.2 Press Releases. Subject to Section 7.3, any news release, public announcement, marketing materials, advertisement or publicity proposed to be released by either Party concerning the activities of either Party in connection with this Schedule, including the Developer Software, will be subject to the written approval of the other Party prior to release. Any such publicity shall be consistent with the Purpose of this Schedule and will give due credit to the contribution of each Party.

5.3 Marketing Costs. Any costs of promotion and marketing shall be borne solely by the respective Party, and nothing in this Schedule shall be interpreted to require promotion of products or services through marketing media forms which either Party normally charges a fee to provide.

5.4 Marketing Materials. Each Party will submit to the other Party for its prior written approval, which shall not be unreasonably withheld, any marketing materials to be used in connection with performing its obligations or rights under, or related to, this Schedule, including but not limited to business card, website or jewel case design, that incorporates any of the other Party's Marks. Each Party will undertake to respond to any such request for approval within ten (10) business days. Each Party reserves the right to disapprove such marketing materials if it reasonably determines that its Marks are improperly used or if the marketing materials do not accurately represent the business relationship between the Parties or the services or products of the other Party.

5.5 Quality Standards. Each Party agrees that the nature and quality of its products and services supplied in connection with the other Party's Marks shall conform to quality standards communicated in writing by the other Party for use of its Marks. Each Party agrees to supply the other Party, upon request, with a reasonable number of samples of any marketing or other materials publicly disseminated by such Party which utilize the other Party's Marks. Each Party shall comply with all applicable laws, regulations and customs and obtain any required government approvals pertaining to use of the other Party's Marks.

5.6 Infringement Proceedings. Each Party agrees to promptly notify the other Party of any unauthorized use of the other Party's Marks of which it has actual knowledge. Each Party shall have the sole right and discretion to bring proceedings alleging infringement of its Marks or unfair competition related thereto; provided, however, that each Party agrees to provide the other Party, at such other Party's expense, with its reasonable cooperation and assistance with respect to any such infringement proceedings.

6 Ownership and Intellectual Property Rights

6.1 Ownership of Blackboard Intellectual Property. Except as specifically set forth in this Schedule, no title to or ownership of any portion of the Developer's Network Information or Blackboard Software as well as any other products or services manufactured, sold and/or distributed or otherwise made available by Blackboard, or to any proprietary rights related to those products/services, is transferred pursuant to or by virtue of this Schedule and all rights and interest to the foregoing shall remain the sole and exclusive property and proprietary information of Blackboard.

6.2 Ownership Rights in the Developer Software. Developer retains all rights in the Developer Software that it creates pursuant to this Schedule, provided that the Developer Software does not contain or constitute Blackboard intellectual property.

6.3 Ownership Rights in Derivative Works. All Derivative Works of the Blackboard Software shall be owned exclusively by Blackboard. All Derivative Works shall be deemed to be "works made for hire." To the extent that title to the Derivative Works does not, by operation of law, vest in Blackboard or the Derivative Works are not considered "works made for hire," Developer hereby irrevocably assigns all right, title and interest therein to Blackboard. Blackboard, however, shall grant and hereby grants to Developer a nonexclusive, royalty-free, world-wide, license to use any such Derivative Works for the Purpose set forth in this Schedule during the Initial Term and any subsequent Renewal Terms. In the event that Blackboard permits Developer in writing to use non-employees to perform the obligations of Developer under this Schedule, Developer shall take all necessary action to secure on behalf of Blackboard all rights to the Derivative Works from such non-employees.

7 Term

7.1 Initial Term. This Schedule shall become effective (i) when executed by authorized representatives of both Parties (the "Schedule Effective Date"); or (ii) the Effective Date of the Agreement, whichever later occurs, and shall continue in effect for a period of four (4) years (the "Initial Term"). Thereafter, the Schedule will be renewable annually with mutual consent of both parties upon the conclusion of the Initial Term and upon each twelve (12) month period following the Schedule Effective Date for successive one (1)-year periods (each, a "Renewal Term).

7.2 Termination. Either Party may, at its option, terminate this Schedule if a material default by the other Party is not cured or waived within thirty (30) days after receipt of a written notice of the default. Notwithstanding the foregoing, Blackboard may terminate this Schedule immediately by written notice in the event of a breach of Sections 3, 4, 6, 7 and 9 herein. Either Party may terminate this Schedule immediately following written notice to the other Party if the other Party: (a) ceases to do business in the normal course, (b) becomes or is declared insolvent or bankrupt, (c) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary), other than a reorganization under Chapter 11 of the Bankruptcy Code, which is not dismissed within ninety (90) calendar days, or (d) makes an assignment for the benefit of creditors.

7.3 Rights and Obligations upon Termination. Termination of this Schedule shall not relieve either Party of any obligation or liability accrued hereunder prior to or in connection with such termination, except as expressly provided herein. Upon termination of this Schedule, and to the extent that Developer has received any physical copies of the Blackboard Software, Developer shall deliver to Blackboard all copies of the Blackboard Software for which licenses do not remain in force. Each Party shall also return any Confidential Information as well as any copies of marketing materials of the other Party it has in its possession. In addition, the Parties shall use commercially reasonable efforts to conclude existing projects in a manner that serves the best interests of Blackboard's Customers, at Blackboard's reasonable determination.

8 Fees and Payments

8.1 Fees. Developer or Member Institution (whichever is applicable) shall pay Blackboard the annual license fee (if applicable) on the Effective Date for the first year for use of the Blackboard Software and participation in the Program and pay the then applicable amount charged by Blackboard, in its sole discretion, on the anniversary of the Effective Date for each subsequent year that the Developer uses the Blackboard Software to develop Developer Software or offers and/or supports the Developer Software for use by Customers.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
SEPTEMBER 9, 2011**

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

8.2 Payment. Blackboard or its subcontractor shall submit an invoice to Developer and Developer's payments shall be due and payable to the invoicing Party within thirty (30) days after receipt of the invoice. Customer will pay all fees in U.S. dollars, unless otherwise specified on the applicable Blackboard-issued invoice.

9 Warranty

9.1 Blackboard Warranties. Blackboard represents and warrants that: (a) it has authorized the person who has signed this Schedule for Blackboard to execute and deliver this Schedule to Developer on behalf of Blackboard; (b) it and/or its suppliers and licensors possess all rights necessary to grant the rights herein; and (c) it will comply with all applicable local, national and international laws, regulations or other provisions in all material respects in performing its obligations under this Schedule.

9.2 Developer Warranties. Developer represents and warrants: (a) that it has authorized the person who has signed this Schedule for Developer to execute and deliver this Schedule to Blackboard on behalf of Developer, (b) the Developer Software shall be developed in a good and workmanlike manner and in compliance with the requirements and Purpose of this Schedule, and (c) that it will comply with all applicable local, national and international laws, regulations or other provisions in all material respects in performing its obligations under this Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date hereof.

BLACKBOARD

DEVELOPER: Idaho State Board of Education on behalf of its
Member Institutions

Signature

Signature

TESS FRAZIER-VICE PRESIDENT

Print Name and Title

Print Name and Title

Date:

Date:

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

BLACKBOARD MANAGED HOSTING SCHEDULE

This Blackboard Managed Hosting Schedule ("Managed Hosting Schedule") is made as of the last date indicated below, by and between Blackboard and Idaho State Board of Education on behalf of its Member Institutions ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the System Wide Master Terms and other Schedules incorporated therein. Capitalized system wide terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the System Wide Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. ADDITIONAL DEFINITIONS

- 1.1 "Active User Capacity"** means the number of Authorized End Users, at any particular time, permitted to be registered to access one (1) or more educational courses provided through the Hosted Software. As of the Schedule Effective Date (as defined below), the initial Active User Capacity will be equal to the number indicated on Exhibit A.
- 1.2 "Managed Hosting Services"** means the services provided by Blackboard pursuant to this Managed Hosting Schedule. The initial Managed Hosting Services are indicated on Exhibit A to the Blackboard Managed Hosting Schedule.
- 1.3 "Authorized End User"** will have the meaning set forth in the Software Schedule, as defined below.
- 1.4 "Available Date"** means, for purposes of this Managed Hosting Schedule, the date upon which Customer receives notice from Blackboard that the Hosted Software is available for access by Customer's Authorized End Users.
- 1.5 "Hosted Software"** means the Software licensed to Customer pursuant to the Software Schedule for which Blackboard is to provide the Managed Hosting Services.
- 1.6 "Test Copy Hosted Software"** means the Test Copy Software licensed to Customer pursuant to the Software Schedule which Blackboard is hosting. Test Copy Hosted Software is to be used solely for the purposes of testing the Software and is not to be used for production purposes and unless otherwise indicated in Exhibit A of the Managed Hosting Schedule is not covered by Service Level specifications described in Exhibit B.
- 1.7 "Schedule Effective Date"** means the later of: (i) the date on which this Managed Hosting Schedule has been executed by authorized representatives of both Parties; and (ii) the Effective Date of the Agreement.
- 1.8 "Software Schedule"** means the Software Schedule that has been executed by Blackboard and Customer for which Customer seeks to have Blackboard provide Managed Hosting Services, and that is in effect during the term of this Managed Hosting Schedule.
- 1.9 "Staging Environment"** means that hosted additional test copy of the licensed Blackboard Software used for Customer to test new updates/upgrades to the Software. The staging environment may not be used for production purposes.

2. BLACKBOARD RESPONSIBILITIES.

- 2.1 "Provision of Access to Hosted Software."** As soon as commercially practicable after the Schedule Effective Date, Blackboard will make access to the features and functions of the Hosted Software available to Customer's Authorized End Users. Blackboard will specify to Customer procedures according to which Customer and/or its Authorized End Users may establish and obtain such access.
- 2.2 "Responsibility for Hosting."** Blackboard shall install and operate the Hosted Software on computer servers and systems under its direct or indirect control. Blackboard will also install and store the Customer Content for purposes of access by the Hosted Software, provided that nothing in this Managed Hosting Schedule shall be construed to require Blackboard to provide for, or bear any responsibility with respect to, the design, development, operation or maintenance of any Web site owned or operated by Customer, or with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to any such Customer Web site. Nothing in this Managed Hosting Schedule shall be construed to grant to Customer a license to access and/or use Blackboard's systems except for purposes of accessing and using the Hosted Software and except pursuant to the procedures and protocols specified by Blackboard pursuant to Section 2.1. Solely to the extent necessary to perform Blackboard's obligations pursuant to this Managed Hosting Schedule, Customer grants to Blackboard a royalty-free, non-exclusive, worldwide license to use, reproduce, transmit, distribute, perform, display, and, to the extent required by the Hosted Software, modify and create derivative works from the Customer Content. As between Customer and Blackboard, Customer retains ownership of the Customer Content. Blackboard shall maintain the confidentiality of all Customer Content that is stored on its servers in accordance with Section 4 of the Master Terms.
- 2.3 "Availability and Operational Specifications."** Blackboard will undertake commercially reasonable measures to ensure that, from and after the Available Date and for so long as this Managed Hosting Schedule remains in effect, the Managed Hosting Services provided pursuant to this Managed Hosting Schedule will: (i) be available and accessible as contemplated in this Managed Hosting Schedule twenty-four (24) hours per day, seven (7) days per week within the parameters set forth in Exhibit B; and (ii) conform in all material respects to the technical specifications and performance parameters set forth in Exhibit B. Exhibit B may be modified from time to time, upon notice to Customer. Notwithstanding the foregoing, Blackboard will have no liability under this Section 2.3 to the extent any nonconformity with the standards set forth in Exhibit B arises, in whole or in part, from: (i) any use of the Hosted Software by Customer or any Authorized End User other than in accordance with the terms and conditions set forth in this Agreement; (ii) any failure by Customer or any Authorized End User to comply with any procedures, technical standards and/or protocols specified by Blackboard pursuant to Section 2.1 of this Managed Hosting Schedule; or (iii) any causes beyond the control of Blackboard or which are not reasonably foreseeable to Blackboard, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. It is agreed and acknowledged that the service credits referred to in Exhibit B shall be Customer's sole remedy, and Blackboard's sole obligation, with respect to failures of the Managed Hosting Services to meet the technical specifications and performance parameters set forth in Exhibit B. Blackboard does not warrant or guarantee the Managed Hosting Services except as expressly stated in this Managed Hosting Schedule.
- 2.4 "Data Restoration Policy."** Blackboard will back-up and archive Customer Content at a secure location for the retention period(s) specified in Exhibit B. In the event that Customer requests recovery of any lost or damaged Customer Content, Blackboard will exercise reasonable efforts to restore the relevant data from the most recently archived copies (or such earlier copies as requested by Customer), provided that such data is, at the relevant time, still available pursuant to the applicable retention policy and Customer has provided to Blackboard all information necessary to enable Blackboard to perform such services. Blackboard shall perform up to four (4) data restorations at no charge to Customer; thereafter, except with respect to restoration of data that are lost or damaged as a result of Blackboard's error or a failure of the Managed Hosting Services, Customer agrees to pay Blackboard its then-standard applicable rates for such restoration services.
- 2.5 "Data Archiving and Cleanup Policy."** Blackboard will undertake commercially reasonable efforts to accommodate Customer's request for data archiving and cleanup. These tasks regularly require expert knowledge of Blackboard application and database structure and

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

command-line access to Customer's Blackboard servers under Blackboard's control. Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but are not limited to) the following: batch copying of courses for a new semester; batch export, import, and archive of courses; batch removal of courses; batch disabling or deleting of users; exporting usernames / courses from a database query. Blackboard will make reasonable efforts to perform up to four (4) data archiving and cleanup related tickets per Customer per year (the tasks can be grouped together as one support ticket to be addressed at once per semester or per quarter). After four (4) free services per year, Blackboard reserves the right to charge a flat fee of \$800 per ticket created for data archiving and cleanup related tasks. If Customer requires Blackboard to batch archive data on to a hard-drive and ship to Customer, Blackboard will charge \$200 for the cost of each of 200 GB hard-drive required. The hard-drive can be shipped back to Managed Hosting at the time of next task for reuse.

2.6 Additional Storage and Bandwidth Policy. As a normal operating procedure Blackboard does not cap storage and bandwidth. Blackboard will, no less than quarterly, monitor Customer's storage and bandwidth usage. In the event Customer has exceeded contracted Storage and/or contracted Bandwidth in a sustained period of sixty (60) days or more, Blackboard will provide a report to Customer concerning the current storage and bandwidth usage. In the event Customer has not purchased additional storage and/or bandwidth within thirty (30) days of receiving the report, Blackboard reserves the right to charge Customer additional fees at then-standard applicable rates.

2.7 Migration Policy. In the event Customer requests an Update/Upgrade of the Hosted Software, Blackboard and Customer shall engage in commercially reasonable migration planning. In the event that the migration planning requires an expanded or new hardware environment not covered by the then-current Hosted Software environment (defined here as "Migration"), Customer shall pay a Migration Set Up fee as mutually negotiated. Blackboard will be obligated to perform no more than one successful test migration per a six (6)-month period. If Customer requires more than one Migration test or more than one Migration within a six-month period, it must execute a copy of Blackboard's Professional Services Agreement for the services.

2.8 Additional Managed Hosting Services. In the event that Customer desires to receive Managed Hosting Services in addition to the particular services specified in the table above, including, by way of example, incremental storage capacity and/or additional bandwidth capacity and/or higher Active User Capacity, Customer may submit a written and executed purchase order requesting such additional Managed Hosting Services. Subject to Customer's payment of all applicable fees required by Section 4, and further subject to all applicable provisions of this Agreement, including, without limitation, the Master Terms and this Managed Hosting Schedule, Blackboard agrees to make such additional Managed Hosting Services available to Customer for so long as this Managed Hosting Schedule remains in effect after acceptance of such purchase order. For the avoidance of doubt, no such purchase order shall be binding upon Blackboard unless and until Blackboard accepts such purchase order in writing and further provided that Blackboard will have no liability to Customer with respect to any purchase orders that are not accepted or for any terms contained in the purchase order other than the type of service and the payment amount.

2.9 IP Addresses. Any IP addresses assigned or allocated to Customer by Blackboard shall remain, at all times, the property of Blackboard and shall be nontransferable and Customer shall have no right to use such IP addresses upon termination of this Agreement. Any change requested by Customer to the Blackboard allocated addresses must be agreed to by the Parties. Customer understands that the IP Services provided under this Agreement (including Internet use) may require registrations and related administrative reports that are public in nature.

2.10 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, Blackboard 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, Blackboard 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.

2.11 Data Integrity. Blackboard 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.

2.12 Data Privacy

a. Blackboard 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 as otherwise required by law. By way of illustration and not of limitation, Blackboard will not use such data for Blackboard'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. Blackboard will provide access to Customer and End User Data only those Blackboard employees and subcontractors who need to access the data to fulfill Blackboard's obligations under this Agreement. Blackboard 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.

2.13 Data Retention and Disposal

a. Blackboard 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, Blackboard will regularly back up Customer and End User Data and retain such backup copies for a period of thirty (30) days. At the end of that time period and at Customer's election, Blackboard will either securely destroy or transmit to Customer repository the backup copies. Upon Customer's request, Blackboard will supply Customer a certificate indicating the records destroyed, the date destroyed, and the method of destruction used.

c. Blackboard 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 a 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 Blackboard for its records as soon as reasonably practicable under the circumstances. Customer will promptly coordinate with Blackboard regarding the preservation and disposition of these records. Blackboard shall continue to preserve the records until further notice by Customer.

2.14 Data Security and Integrity

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 Blackboard'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, Blackboard 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.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

- b. Blackboard will use industry-standard and up-to-date security tools and technologies, such as intrusion detection methods, in providing Services under this Agreement.
- c. Blackboard will, at its expense, conduct or have conducted at least annually:
 - A vulnerability scan of Blackboard's systems and facilities that are used in any way to deliver services under this Agreement; and
 - A formal penetration test of Blackboard's systems and facilities that are used in any way to deliver services under this Agreement.
- d. Blackboard may provide Customer, upon request, a summary of the above audits, scans and tests.

2.15 Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of this Agreement, Blackboard will ensure that all Customer and End User Data are transferred to Customer securely, within a reasonable period of time, and without significant interruption in service. Blackboard will ensure that such migration uses facilities and methods that 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.

2.16 Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Blackboard will:
 - Immediately notify Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Blackboard 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 Blackboard's response.
- b. If Customer receives a subpoena, warrant, or other legal order, demand or request seeking Customer or End User Data maintained by Blackboard, Customer will promptly provide a copy to Blackboard. Blackboard will promptly supply Customer with copies of data required for Customer to respond, and will cooperate with Customer's reasonable requests in connection with Customer's response.

2.17 Service Levels; Interruptions in Service; Suspension and Termination of Service; Changes to Service:

- a. From time to time it may be necessary or desirable for either the Customer or Blackboard 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 Blackboard 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 Blackboard on a schedule no less favorable than provided by Blackboard to any other customer receiving comparable levels of Services.
- b. Blackboard will provide Customer with seven (7) days' prior notice of scheduled downtime in the provision of Services for maintenance or upgrades. To the extent possible, Blackboard 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, Blackboard will promptly notify Customer and cooperate with Customers' reasonable requests for information regarding the downtime (including causes, effect on Services, and estimated duration).
- c. Customer may suspend or terminate (or direct Blackboard 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. Blackboard may suspend access 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 Blackboard'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. Blackboard 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. Blackboard 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. Blackboard will notify Customer of any suspension of End User access to Services before suspension or, if notice before is not feasible, as soon as reasonably possible thereafter.

3. CUSTOMER RESPONSIBILITIES.

3.1 General Usage Limitations. Customer acknowledges that use and operation of the Hosted Software by Customer and/or any Authorized End User is subject to the terms of the Software Schedule. Notwithstanding the Software Schedule, for so long as this Managed Hosting Schedule remains in effect, Customer may not install, host or operate the Hosted Software, nor may Customer or its Authorized End Users otherwise use the Hosted Software, except as hosted and made available by Blackboard under this Agreement. In the event that Customer has installed the Hosted Software upon any computer server(s) prior to the Schedule Effective Date (as defined below), Customer agrees promptly to remove the Hosted Software from such computer server(s). Customer agrees that it may not cause or permit any third parties to access the Hosted Software other than Authorized End Users, nor may Authorized End Users in excess of the then-current Active User Capacity access and use the Hosted Software at any time, provided that the Active User Capacity may be modified in accordance with Section 2.6. Customer shall refrain from, and shall ensure that Authorized End Users refrain from, using the Managed Hosting Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the Managed Hosting Services or the resources available through the Managed Hosting Services. Customer will take appropriate steps to ensure that it and its Authorized End Users do not share access information (including user identification data and passwords) with third parties except as expressly permitted under this Agreement. Customer will make reasonable efforts to ensure that its Authorized End Users will comply with the provisions of this Managed Hosting Schedule in all respects.

3.2 Customer Content. Customer will make reasonable efforts to ensure that: (i) Customer owns or has sufficient rights in and to the Customer Content, including, without limitation, personal, educational and financial information contained within the Customer Content, in order to use, and permit use of, the Customer Content as contemplated in this Managed Hosting Schedule and to grant the license granted in Section 2.2; and (ii) Customer does not knowingly provide any Customer Content that contains any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Customer also acknowledges that Customer Content may be accessed by Blackboard's support or Managed Hosting personnel outside of the country of the hosted facility, and hereby authorizes such access subject to the terms of the Agreement. Blackboard only provides access to the Hosted Software; Blackboard does not operate or control the information, services, opinions or other content of the Internet. Blackboard does not monitor and shall have no liability or responsibility whatsoever for the Customer Content of any transmissions or communications transmitted or otherwise disseminated via the Hosted Software.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

with the exception of those responsibilities expressly assumed by Blackboard in relation to the performance of this agreement, including those responsibilities respecting access to Customer Content by Blackboard employees or contractors, and any associated liability for such responsibilities. Customer agrees that it shall make no claim whatsoever against Blackboard relating to the Customer Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet, and Customer shall indemnify and hold Blackboard harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related, directly or indirectly, to such Customer Content, subject to Section 7.3 of the Master Terms.

4. FEES

4.1 In consideration for provision of the Managed Hosting Services, Customer shall, during the Initial Term (as defined below) pay to Blackboard: (i) an annual fee in an amount set forth in the Pricing Summary with respect to the particular Managed Hosting Services provided under this Managed Hosting Schedule, which fees shall be due and payable upon Agreement execution; as well as (ii) any other fees otherwise required by this Managed Hosting Schedule (for additional services, additional bandwidth, or additional users). In the event that Customer requests additional Managed Hosting Services as contemplated in Section 2.8, applicable fees shall be due and payable from and after the month during which such additional services are first made available. All fees payable under this Managed Hosting Schedule shall be non-cancelable and non-refundable.

4.2 Blackboard reserves the right to temporarily suspend the Managed Hosting Services if Customer's account becomes more than sixty (60) days past due. The act of suspending Managed Hosting Services does not, in itself, constitute a termination or suspension of this Agreement nor does such suspension of Service alleviate Customer's obligation to pay past, current, or future charges incurred hereunder. Once Customer pays in full the past due fees, Blackboard shall resume services.

4.3 With respect to each Renewal Term (as defined below), if any, Customer shall pay to Blackboard the then-current fees for such Managed Hosting Services upon commencement of the Renewal Term. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under this Managed Hosting Schedule, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. Except as otherwise required by this paragraph, all amounts payable under this Managed Hosting Schedule shall be subject to applicable provisions of the Master Terms.

5. TERM

This Managed Hosting Schedule shall become effective on the Schedule Effective Date, and shall continue in effect for a period of one (1) year (the "Initial Term") or otherwise specified in Exhibit A. Thereafter, the Managed Hosting Schedule will renew automatically upon the conclusion of each twelve month period following the Schedule Effective Date for successive one (1)-year periods (each, a "Renewal Term"), at Blackboard's then current pricing for Customer's then current usage level, unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial Renewal Term or then-current Renewal Term, as applicable. Upon termination of this Managed Hosting Schedule, all licenses granted under this Managed Hosting Schedule shall immediately cease, and Customer will: (i) immediately discontinue access to and/or use of the Hosted Software under this Managed Hosting Schedule; (ii) pay to Blackboard all amounts due and payable under this Managed Hosting Schedule; and (iii) return all Documentation and related training materials to Blackboard within a reasonable time at Customer's cost.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date hereof.

BLACKBOARD

CUSTOMER: Idaho State Board of Education on behalf of its
Member Institutions

Signature
TESS FRAZIER-VICE PRESIDENT

Print Name and Title

Signature

Print Name and Title

Date:

Date:

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

EXHIBIT A MANAGED HOSTING SPECIFICATIONS- PER Member Institution

+ Blackboard Learn™ for Academic Collaboration :

- Set Up Fee for each solution includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
- **University of Idaho-** Initial Term Annual Fee for each solution includes service for up to **15,000 Users** (Higher Ed) and **300 GB** of storage and **20Mbps** of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service.
- **Idaho Digital Learning Academy-** Initial Term Annual Fee for each solution includes service for up to **10,000 Users*** (K-12) and **200 GB** of storage and **5Mbps** of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service.
- Additional storage and bandwidth for each solution are separately charged
- Additional Service Units, which include additional Users*, additional bandwidth, and additional storage are separately charged.

+ Blackboard Non-Production Test Environment per solution:

- Test environments are designed to handle twenty (20) or less concurrent users and is not to be used for Production purposes
- Initial Term is a minimum of twelve (12) months and renew automatically for successive 12-month terms (each, a "Renewal Term"), unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial-Term or then-current Renewal Term.
- Setup Fee includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's non-production environment.
- Initial Term Fee includes 20 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection, and grants Customer full root access to servers.
- The Non-Production Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure
- Non-Production Test Environment by its nature DOES NOT meet the Service Level specifications under Exhibit B, and therefore, DOES NOT qualify for Service Level Guarantees.

*95th Percentile calculation – 95th Percentile calculation is performed by: 1) collecting IP traffic samples (both inbound and outbound traffic) every five (5) minutes over the course of a month; 2) discarding the top 5 percent of the highest peak samples; and 3) measuring the peak usage from the remaining samples.

Data Restoration Policy – per restore fees are separately charged per chargeable restore incident

Additional Storage and Bandwidth Annual Fees are separately charged

***User is defined as a person enrolled in one or more active courses, or part of one or more organization.**

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

EXHIBIT B MANAGED HOSTING SERVICES SPECIFICATIONS- As of the Available Date

NOTE: CUSTOMER ACKNOWLEDGES THAT NOTHING IN THIS EXHIBIT B CREATES ANY ADDITIONAL WARRANTIES OR GUARANTEES, OTHER THAN AS SET FORTH IN THE MANAGED HOSTING SCHEDULE, THE SOFTWARE SCHEDULE AND/OR THE MASTER TERMS, AS APPLICABLE.

SERVICE LEVEL

Security:

- Single point of entry to co-location is guarded 24 hours a day with access controlled by an access database and video surveillance
- Monitoring of the co-location area and only those persons authorized by Blackboard's access list are allowed past a central point.
- Surveillance cameras located throughout the facility capture activity to help ensure no unauthorized entry to protected areas.

Power:

- State-of-the-art generators clean and condition commercial electrical power to remove irregularities in the signal. Power is run through the generators before being passed into the facility.
- In the event of a loss of power from the grid, power backups are utilized in the following order: commercial utility underground conduits, two-hour battery backup (industry standard only 15 minutes), diesel generator with full-load capability and additional fuel supply.

Network:

- Redundant Internet connections through dual Tier-1 Internet Service Providers

Startup:

Blackboard is responsible for the setup and configuration of the necessary hardware, software and all components of the Customer server(s). This includes but not limited to, the server hardware and software, telecommunications hardware and software, security software and other software that is reasonably necessary to operate and maintain the Hosted Software.

Initial Access Date:

The Hosted Software is typically accessible from the hosting site within 7 business days after execution of the Managed Hosting Schedule, provided that the Master Terms and the relevant Software Schedule have been executed, and provided that Customer has provided to Blackboard a URL and any other information required by Blackboard. Blackboard shall provide Customer with procedures for access; the procedures may include, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary to enable Customer to permit its Authorized End Users to access and use the Hosted Software as contemplated in this Managed Hosting Schedule.

Availability/Service Credit:

The Hosted Software is accessible 24/7, with a 99.7% targeted uptime. 99.7% uptime means that for 99.7% of the time during any calendar month, the Managed Hosting Services shall be available. Unavailability is a condition in which there is unavailability of the Hosted Software due to hardware failure OR sustained latency within the Blackboard hosting facilities where the Hosted Software is inaccessible due to a failure of Blackboard to provide Managed Hosting Services during such period; unavailability does not include packet loss, latency or network unavailability due to scheduled maintenance, or inability of a user to connect with the Managed Hosting Services due to Internet or telecommunications problems outside the control of Blackboard. In order to receive any service credit, Customer must notify Blackboard within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit. In order to be eligible, Customer must be in compliance with the Agreement including the contracted Active User Capacity and storage quota. The aggregate maximum number of service credits to be issued by Blackboard to Customer for any and all downtime periods and performance problems during any given calendar month shall not exceed one month of service. Service credits are issued as followed and shall be Customer's sole remedy for failure to meet the foregoing service levels:

Length of Unavailability (per calendar month)

- 1 to 4 hours of aggregate unavailability below 99.7%
- 4 to 48 hours of aggregate unavailability below 99.7%
- 48 to 96 hours of aggregate unavailability below 99.7%

Service Credit

- 1 day of service fees credited (i.e., 1/30 monthly fees)
- 4 days of services fees credited (i.e., 1/15* monthly fees)
- 15 days of service fees credited (i.e., 1/6 * monthly fees)

*Each block of 96 hours of aggregate unavailability thereafter shall be credited 15 days of service fees.

*All Service Credit shall be applied to the next period's Managed Hosting fees.

Backup and Disaster Recovery:

Blackboard provides comprehensive redundant backups which are stored online and at a separate facility located within the Continental United States. Blackboard retains backup data for one month. In the event of a disaster, Blackboard will use reasonable efforts to restore service. Blackboard will not attempt to restore service if such attempt shall put Blackboard, its employees or its agents at risk for injury.

Outages

If a system outage occurs, Blackboard will notify Customer's designated technical contact via email. This notice will include the reason for the system outage and estimated time for restoration of Managed Hosting Services if Blackboard knows this information when it gives this notice.

Following recovery from any particular system outage, Blackboard will provide Customer with a post-incident summary that will include:

- cause of the system outage (if determined);
- method used to correct the problem; and
- measures Blackboard will take to prevent similar system outages in the future (if any).

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

Upon receipt of notification of a problem with the Blackboard system or the Managed Hosting Services, Blackboard will investigate the problem and determine if a system outage exists. If a system outage exists, Blackboard will provide Customer with a time estimate for resolution of the problem, if known at that time. Blackboard will promptly commence remedial activities and use commercially reasonable efforts to resolve the system outage within the time estimate provided to Customer.

MONITORING AND PERFORMANCE

Blackboard will make network performance reports available to the customer via www.behind.blackboard.com or as requested. These reports are designed to provide usage and performance information to help in the continual monitoring and improvement of the design and operation of the hosted environment.. Upon request by Customer, Blackboard will provide Customer with monthly reports including information on Managed Hosting Services usage, system outages and changes made to the Blackboard system during that month. Upon request Blackboard will provide the Customer with the following report:

Specific System Outage Details:

Time of outage
Length of outage
Affected areas
Reason for outage
Customer contact notified (if any)
Remedy to prevent outage reoccurrence (if any)

Customer acknowledges and agrees that any of the foregoing reports shall constitute Blackboard's Confidential Information for purposes of this Agreement.

Ongoing:

The hardware, software and network are monitored and maintained by Blackboard and will be accessible twenty-four (24) hours a day, seven (7) days a week, in accordance with industry standards, except for scheduled maintenance and required repairs, in advance of which the Customer shall be notified by email.

- Blackboard maintains responsibility for all day-to-day server maintenance. Server maintenance may include, but is not limited to, hardware upgrades, OS upgrades, patch installations, database administration, server user administration and performance tuning.
- Blackboard maintains a software monitoring system to provide real-time information about the Managed Hosting environment to the Blackboard Network Operations Center (NOC), to assist Blackboard system administrators proactively monitoring the Managed Hosting environment.
- Blackboard maintains the functioning of all hardware components for which it is responsible under this Exhibit and will replace any failed components. Hardware replacement will begin immediately upon identification of the hardware failure and if cannot be completed with a reasonable amount of time, the access to the Hosted Software will be redirected to a temporary server to reduce downtime.
- Blackboard implements a backup strategy of performing daily backups with a retention period of 1 month. Where possible, data is replicated to an offsite location.
- Blackboard collects bandwidth usage and web hit statistics on all Customer-hosted machines. This information will be provided upon request.

DATA CENTER SPECIFICATIONS

Blackboard houses servers in a facility that offers environment control, security, and backup power, as more specifically described below:

Environment:

- The data center is designed to maintain a constant temperature of 68¼F, plus or minus 2¼F, with humidity of 45%.

Server Setup:

The servers are set up to maintain fail back, redundant connectivity, comprehensive backups, 24x7 monitoring, and 99.7% uptime.

CUSTOMER RESPONSIBILITIES. Blackboard is not responsible for management and actual use of the features and function of the Hosted Software. Customer bears all responsibility for such management and actual use, including, without limitation:

- The Customer has full access to the Administrator Menu and is responsible for the following:
 - Creating/Removing Users including Students, Teachers, System Administrators, etc.
 - Modifying all User Information
 - Creating/Removing all Course Web Sites
 - Building and Managing all Course Web Sites
 - Customization to the Site
 - System Usage Tracking Reports
 - Deciding which product features will be available or unavailable, how much functionality instructors will be allowed, etc.
 - Choosing Icon Themes
- All changes to the Blackboard-named URL. All Blackboard Customers are assigned a URL that reads <http://institutionname.blackboard.com>. The institution is allowed to pick the "institutionname". However, any re-directs to other URLs are the responsibility of the Customer and not Blackboard. For example, if the Customer chooses the URL <http://institutionname.org>, the institution is responsible for the redirect to the <http://institutionname.blackboard.com> site using a CNAME record. Any IP addresses are allocated by Blackboard to Customer are in accordance with the American Registry for Internet Numbers (ARIN) guidelines for Internet Numbers and applicable agencies.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

BUILDING BLOCKS POLICY. If Customer has implemented the Blackboard Software prior to purchasing Managed Hosting Services or plans to implement a Building Block, Blackboard recommends the following steps before installing a Building Block on a production system: 1) apply and thoroughly test all Building Blocks in Customer's test/development environment prior to implementing the Building Block in the production environment; and 2) before requesting an update/upgrade to Blackboard on Customer's production environment, Customer contacts the vendor of the Building Block or check the Building Blocks Catalog to ensure that Customer has the latest version prior to upgrading Customer's Hosted Software. If an issue arises with Customer's Hosted Software, Managed Hosting Service Support will work with Customer to troubleshoot the problem. If Managed Hosting Service Support isolates the problem as related to one or several Building Blocks, Managed Hosting may need to disable the Building Block to further troubleshoot the issue or to restore overall service.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

EXHIBIT B-1 MANAGED HOSTING ENHANCED SLA

Customer is eligible for the enhanced service levels under Blackboard's enhanced service level program. The current terms of the program are described below and are subject to change by written notice to Customer 30 days in advance of any change.

1. The Availability/Service Credit in Exhibit B is automatically adjusted to be calculated against a 99.9% target uptime provided that Customer meets all of the following strict requirements:
 - a. Customer has Platinum Level Service (on Blackboard Platinum Package) or Diamond Level Service (which requires having annual subscription to Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services);
 - b. The production environment of the Hosted Software is on Blackboard Learn Course Delivery 9.1 or later version and is at maximum only two application pack versions older than the then-current Generally Available version;
 - c. Customer's usage is within contracted levels for Active User Capacity and storage;
 - d. Any Building Blocks deployed on the production environment of the Hosted Software are compliant with the standard Managed Hosting Building Blocks Policy;
 - e. Any integration between the Hosted Software and Customer's student information system (SIS) was completed by Blackboard Consulting and Customer is currently subscribed to Integration and Customization Maintenance (ICM) supporting such SIS integration.
2. Alternatively, the Availability/Service Credit in Exhibit B is automatically adjusted to be calculated against a 99.8% target uptime provided that Customer meets all of the following strict requirements:
 - a. Customer has Gold Level Service (subscription to Production Environment hosting other than Basic licenses, Foundations program, SchoolCentral or Prosites hosting services) or Platinum Level Service (on Blackboard Platinum Package) or Diamond Level Service (which requires having subscription to annual Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services);
 - b. Hosted Software on production environment is on Learn Course Delivery 9.1. or later version and is at maximum only two application pack versions older than the then-current Generally Available version;
 - c. Customer's usage is within contracted levels for Active User Capacity and storage.
3. If the enhanced service levels in Sections 1 or 2 above do not apply, then provided that Customer's usage is within contracted levels for Active User Capacity and storage, 99.7% targeted uptime for any version of the Hosted Software which is then currently supported under Blackboard's support guidelines. 4. The enhanced service levels in Sections 1 and 2 of this Exhibit B-1 apply only to production environments and do not apply to staging environments.
5. For Customers that do not have Platinum Level Service (Platinum Package) or Diamond Level Service (which requires annual having subscription to Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services), the Availability/Service Credit does not apply to the 7 calendar day period following then installation of an application pack, update or upgrade on the production environment because of the lack of Blackboard's full control over the upgrade project management.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

BLACKBOARD MOBILE SCHEDULE

This Blackboard Mobile Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard and Idaho State Board of Education on behalf of its Member Institutions ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the System Wide Master Terms and other Schedules incorporated therein including any Order Forms which may be jointly executed by the parties from time to time. Capitalized system wide terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the System Wide Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

1. **BLACKBOARD MOBILE SERVICE**

1.1 Service. In consideration for the applicable fees, Blackboard shall provide the Customer with the use of the selected Blackboard Mobile Service(s) for Customer's institution. Upon execution of this Schedule, Blackboard shall provide Customer's designated representative with access to one or more of the Blackboard Mobile service team members who will be responsible for providing Customer with the support services (the "Support Services") associated with the selected Blackboard Mobile Services.

1.2 Distribution of User Software. Subject to the terms and conditions of this Schedule and the Master Terms, Blackboard grants Customer a limited, non-exclusive, non-transferable, right during the Term to distribute any User Software produced through the Support Services to be used in conjunction with the Central Service for non-commercial use. Promotion and distribution of the User Software is the responsibility of Customer. Distribution of the User Software by Customer to its end users shall be pursuant to a license agreement which is reasonably satisfactory to Blackboard; provided, however, that the standard distribution terms utilized by Apple Inc. to distribute applications through its Apple App Store shall be deemed satisfactory unless Blackboard otherwise notifies Customer in writing.

1.3 Customers Obligations. Customer is responsible for promptly providing and maintaining Customer Data feeds to the Central Service for each of the Licensed Modules which Customer has selected for the User Software in formats which are compatible with the Central Service. Customer is responsible for maintaining Customer Applications, Customer Systems and Customer Data and promoting and distributing Customer Applications, User Software, Updates and Upgrades to End Users via Customer's distribution channels such as Customer's Apple App Store page. Customer will designate a qualified individual to serve as Customer's support contact with Blackboard for maintenance and support issues, requests and inquiries ("Site Administrator"). Customer may change its Site Administrator at any time by providing written notice to Blackboard. Customer and its End Users will be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use each Blackboard Mobile Service, including, without limitation, any and all costs, fees, expenses and taxes of any kind related to the foregoing. Blackboard will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

1.4 Term. This Schedule shall become effective when executed by authorized representatives of both Parties (the "Schedule Effective Date"); and shall continue in effect for the initial term stated in the applicable Order Form (the "Initial Term"), unless earlier terminated in accordance with the termination provisions of the Agreement. Thereafter, the applicable Order Form will renew automatically for successive one (1)-year periods (each, a "Renewal Term"), unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. Upon termination of this Schedule, the Blackboard Mobile Services shall cease and all licenses granted under this Schedule shall immediately cease, and Customer will: (i) immediately discontinue use of the Blackboard Mobile Services; (ii) pay to Blackboard all amounts due and payable hereunder; (iii) delete any copies of the User Software from its server or other locations such as the Customer's Apple App Store page, and provide to Blackboard proof of the destruction of the original copy and any other copies of the User Software; and (iv) return all documentation and related training materials to Blackboard within a reasonable time at Customer's cost.

1.5 Fees. In consideration for the services provided and license(s) granted in this Schedule with respect to the Initial Term, Customer shall pay to Blackboard all fees specified in each applicable Order Form, which fees shall be non-cancelable and non-refundable. With respect to each Renewal Term, if any, Customer shall pay to Blackboard the then-current fees for such services and licenses, which amounts shall be due and payable within thirty (30) days of the date of Blackboard's invoice for such Renewal Term. Except as otherwise required by this paragraph, all amounts payable under this Schedule shall be subject to applicable provisions of the Master Terms.

1.6 Expansion of Licensed Use. (This pertains to Higher Ed Institutions) The Blackboard Mobile Services are priced annually based upon Customer's FTE. Customer represents and warrants that the FTE provided to Blackboard and set forth on any Order Form is correct and accurate to the best of its knowledge and agrees that it will inform Blackboard of any increase in its FTE prior to the beginning of any Renewal Term (as defined below) Blackboard will assess additional fees for increases in Customer's FTE beyond the subscribed level.

Blackboard Band

1-2000

2,001 to 4,000

4,001 to 8,000

8,001 to 15,000

15,001 to 25,000

25,001 to 50,000

ADDITIONAL bands of 25,000 will be priced separately

FTE is calculated by dividing the total credit hours at the lower and upper division by fifteen (15), and at the graduate division by twelve (12). For professional schools, full-time equivalents shall be established by dividing the total credit hours in the Law School by 14. For WAMI and IDEP, the FTE will be equal to the head count enrollment for these programs. FTE calculations for the Pharm-D program will be made using the guidelines – 15 credit hours for undergraduate and 12 for graduate.

1.7 Expansion of Licensed Use. (This pertains to K-12 Institutions) The Blackboard Mobile Services are priced annually based upon Blackboard User Bands. Blackboard User Bands are calculated on the basis of the total number of students in the Customer institution that a Customer expressly and in good faith notifies to Blackboard. Customer agrees that the number of students provided to Blackboard is correct and

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

accurate to the best of its knowledge. Customer's subscription on this Schedule shall be expanded in increments as indicated below and Blackboard will assess additional license fees for increases in Customer's student count. Blackboard's User Bands are as follows:

Blackboard Band
1-500
501 to 2,000
2,001 to 5,000
5,001 to 10,000
ADDITIONAL bands of 5,000 will be priced separately

For the purposes of Asynchronous and Blended learning courses for K12 schools in Idaho One (1) FTE shall be equal to Five (5) available course enrollments. The total available course enrollments in Blackboard Learn shall be calculated and then the total number divided by five (5) three times during the school year. These calculations will occur on November 30th, February 30th, and July 30th with the highest available course enrollments counting towards FTE.

Calculation:

```
select Count(*)  
from users  
JOIN course_users  
    ON Course_Users.USERS_PK1 = Users.Pk1  
JOIN Course_Main  
    ON Course_Users.CRSMAIN_PK1 = Course_Main.PK1  
where users.AVAILABLE_IND = 'Y' -- Checks to ensure the user is available  
AND Course_Main.AVAILABLE_IND = 'Y' -- Checks to ensure the course is available
```

1.8 Additional Services. In the event that Customer desires additional Blackboard Mobile products or services not on the initial Order Form, such additional products and services may be added via an Order Form executed by both parties stipulating as to the additional products and services ordered and the applicable fees. This Schedule shall apply to any such additional Order Forms.

2. GENERAL TERMS

2.1 General Usage Terms. Customer agrees not to use the User Software or Central Service for any purposes beyond the scope of the license granted in this Schedule. Without limiting the foregoing, Customer shall not: (i) use the User Software or Central Service to provide commercial services; (ii) develop, utilize or distribute any software application that accesses the Central Service, or allow any third party software application to access the Central Service other than with Blackboard's prior approval; (iii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which the User Software or Central Service is compiled or interpreted, and Customer hereby acknowledges that nothing in this Agreement shall be construed to grant Customer any right to obtain or use such source code; (iv) modify the User Software or Central Service or create any derivative product of the User Software or Central Service, except with the prior written consent of Blackboard; (v) obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the User Software; or (vi) Customer shall not use or distribute the User Software in violation of any obligations relating to any Third Party Software, provided that Blackboard has notified Customer of such obligation. Customer shall be responsible for ensuring that the use of the User Software is in compliance with all applicable laws, statutes, regulations or rules. Customer acknowledges that the Licensed Modules may operate differently on different Licensed Platforms and on different mobile devices within the same Licensed Platforms, and certain Licensed Modules may not be offered on all Licensed Platforms.

2.2 Third Party Software/Content. The Blackboard Mobile Services may contain Third Party Software and Blackboard reserves the right to modify the Blackboard Mobile Services to maintain compliance with the license terms of Third Party Software. Customer acknowledges that in the case of distribution of User Software for certain third party platforms, such as the Apple iPhone platform, Customer's distribution of User Software will be subject to such third party's program terms and conditions and may require such third party's approval. In the event that Customer opts to enroll in any Third Party Programs, Customer shall be responsible for compliance with the terms and conditions of such Third Party Programs. In order to distribute any User Software for the iPhone platform, Customer is required to enroll in the Apple Developer Program or any successor program; such program enrollment is between Customer and Apple directly.

2.3 Certain Rights. Customer shall be deemed to own and hold all right, title and interest to the Customer Data and Customer's logos. Blackboard and its licensors shall be deemed to own and hold all right, title and interest in and to the Blackboard Mobile Services, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the Blackboard Mobile Services not expressly granted by this Agreement, and Customer further acknowledges that Blackboard hereby reserves and retains all rights not expressly granted in this Agreement, including, without limitation, the right to use any component of the Blackboard Mobile Services for any purpose in Blackboard's sole discretion. Blackboard shall have the right to use Customer's icon and screenshots from Customer's Blackboard Mobile Services to demonstrate the technology to other customers and prospective customers and in Blackboard's promotional materials, provided that Blackboard agrees to discontinue such use within fourteen (14) days of Customer's written request. Blackboard shall have a royalty-free, worldwide, perpetual license to use or incorporate into Blackboard's products or services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or Customer's users. The User Software will be marked "Powered by Blackboard" or similar designation and Customer shall maintain such designation on Customer's webpage that promotes the Service to Customer's users.

2.4 Limited Software Warranty. Blackboard warrants, solely for the benefit of Customer, that any Blackboard Mobile Service licensed under this Schedule which is manufactured by Blackboard will substantially conform to the designated technical documentation for a period of ninety (90) days after the Schedule Effective Date, provided that: (i) Blackboard has received all amounts owed under this Agreement; (ii) Customer is not in material breach of this Agreement; (iii) Customer has provided all required Customer Data feeds and made the system configurations required to interface with the Blackboard Mobile Services; and (iv) Customer has notified Blackboard in writing of any failure of the Blackboard Mobile Services to conform to the foregoing warranty within the warranty period. The foregoing shall not apply to any portion of the Blackboard Mobile Services offered as a beta version, which shall be deemed to be available on an as-is basis, without warranty of any kind

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

including all implied warranties including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. CUSTOMER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY BLACKBOARD, AND THAT BLACKBOARD'S SOLE OBLIGATION, AND CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTY, IS REPAIR OR REPLACEMENT (AT BLACKBOARD'S OPTION) OF THE RELEVANT SOFTWARE IN A TIMELY MANNER.

2.5 Product Support. Customer is eligible to receive Product Support from Blackboard as described from time to time in the Blackboard Customer Support Services Guide located on Blackboard's website at <http://library.blackboard.com/docs/support/mobiledu/> or any successor website, which Blackboard reserves the right to modify, from time to time, effective five (5) days after such modified document is posted at the relevant link, such posting to constitute effective notice of changes.

2.6 Application Development Kit. Customers that license Blackboard Mobile Central may at its option utilize the Blackboard Mobile Software Development Kit under the terms located on Blackboard's website at <http://library.blackboard.com/docs/support/mobiledu/> or any successor website.

3. ADDITIONAL DEFINITIONS

3.1 "Central Service" means software and systems provided by Blackboard which facilitate the exchange of Customer Data between User Software and Customer Systems and any associated administrative tools or systems provided by Blackboard to Customer.

3.2 "Corrections" means a change (e.g., fixes, workarounds and other modifications) made by or for Blackboard which corrects Software Errors in the Software, provided in temporary form such as a patch, and later issued in the permanent form of an Update or Upgrade.

3.3 "Customer Data" means data, information and any other content supplied by Customer through Customer Systems.

3.4 "Customer Systems" means Customer's business applications, databases and other information technology systems that will interface with the Central Service.

3.5 "Licensed Modules" means each of the software modules licensed by Customer pursuant to an Order Form and any Upgrades, Updates or Corrections provided thereto.

3.6 "Licensed Platforms" means each of the software platforms for mobile devices licensed by Customer pursuant to an Order Form.

3.7 "Blackboard Mobile Service" means each service provided by Blackboard for each Licensed Module consisting of support services in the production, configuration and maintenance of User Software which operates in conjunction with the Central Service.

3.8 "Order Form" means an order form executed by Customer and Blackboard relating to Blackboard Mobile products or services.

3.9 "Software Error" means a failure of any Software materially and substantially to conform to applicable Documentation, provided that such failure can be reproduced and verified by Blackboard using the most recent version (including all available Corrections, Updates, and Upgrades) of such Software made available to Customer, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by: (i) Customer's or its end users' negligence; (ii) any modification or alteration to the Software not made by Blackboard; (iii) data that does not conform to Blackboard's specified data format; (iv) operator error; (v) use on any system other than the operating system specified in the Documentation, (v) accident, misuse or any other cause which, in Blackboard's reasonable determination, is not inherent in the Software; or (vi) any use of the Software other than expressly authorized in this Schedule.

3.10 "Third Party Software" means the software or content manufactured, distributed or created by third parties that has been incorporated by Blackboard into the Blackboard Mobile Services.

3.11 "Third Party Programs" means the programs or agreements offered by third parties, such as Apple Inc.'s iPhone Developer Program, relating to mobile devices on which the User Software is intended to operate.

3.12 "Updates" means the object code versions of the Licensed Modules or other software that have been developed by Blackboard to correct any Software Error and/or provide additional functionality and that have been commercially released with a version number that differs from that of the prior version in the number to the right of the decimal point (e.g., 2.0 vs. 2.1) and that are not marketed as a separate product or module.

3.13 "Upgrades" means the object code versions of the Licensed Modules or other software that have been customized, enhanced, or otherwise modified by or on behalf of Blackboard, acting in its sole discretion, to include additional functionality and that have been released with a version number that differs from that of the prior version in the number to the left of the decimal point (e.g., 3.0 vs. 2.0) and that are not marketed as a separate product or module.

3.14 "User Software" means the software containing Licensed Modules, including Updates, Upgrades, and Corrections, provided by Blackboard to Customer for distribution.

BLACKBOARD

CUSTOMER: Idaho State Board of Education on behalf of its Member Institutions

Signature

TESS FRAZIER- VICE PRESIDENT

Print Name and Title

Date:

Signature

PRINT NAME AND TITLE

Date:

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

Blackboard Mobile Order form

X	New order
	Additional/revised order

Customer:	Idaho State Board of Education on behalf of its Member Institutions
FTE band:	See Pricing Summary
Initial Term:	4 years as specified in the Pricing Summary
Effective Date:	The last of the dates indicated in the signatures below

Payment schedule for Initial Term:	See Pricing Summary
One-time setup fee:	See Pricing Summary

		Licensed Platforms
Licensed Modules:	Blackboard Mobile Central suite	iPhone iPod touch mobile web browser BlackBerry Android HP webOS (delete if ANGEL or CE Vista)
Licensed Modules:	Blackboard Mobile Learn	iPhone iPod touch BlackBerry Android iPad HP webOS (delete if ANGEL or CE Vista)

Notes:

- The terms of the Blackboard Mobile Schedule are incorporated by reference and accompany this Order Form. Capitalized terms used in this Order Form are defined in the Blackboard Mobile Schedule or corresponding Blackboard License and Services Agreement.
- Above pricing is based on Customer's concurrent licensing of the Community Engagement module of Blackboard Learn for the duration of the term.

BLACKBOARD

CUSTOMER: Idaho State Board of Education on behalf of its Member Institutions

Signature

TESS FRAZIER- VICE PRESIDENT
Print Name and Title

Date:

Signature

PRINT NAME AND TITLE

Date:

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

SEPTEMBER 9, 2011

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

BLACKBOARD COLLABORATE™ SCHEDULE

This Software/ASP Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard Inc. on behalf of its subsidiaries Wimba, Inc. and Elluminate USA, Inc. (collectively, "Blackboard") and Idaho State Board of Education on behalf of its Member Institutions ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the System Wide Master Terms and other Schedules incorporated therein. Capitalized system wide terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the System Wide Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. SOFTWARE/PRODUCT/SERVICE

* Please see Pricing Summary on page 2.

2. GRANT OF LICENSE.

(a) Grant. Subject to the provisions of this Schedule and the Master Terms, in consideration of payment of the License Fee and all other fees payable by Customer under this Schedule, Blackboard (through its wholly-owned subsidiaries, Wimba, Inc. and Elluminate USA, Inc.) hereby grants Customer for the License Period specified in the License and Services System Wide Agreement Cover Page a non-exclusive, non-transferable, worldwide license, without the right to sublicense, to use the Service, including the Software, in object code format only, and the accompanying Documentation, solely for the purposes of creating, presenting, hosting, analyzing, viewing and delivering Events to End Users, subject to any limitation of Seats specified above.

Customer acknowledges that this license is restricted to use only by Customer's employees in connection with Events unless otherwise set forth above or a subsequent agreement signed in writing by both parties; provided, that the foregoing shall not restrict use of the Software by End Users and guest presenters of Events for the purpose of presenting, participating in or viewing an Event, but in no case shall any non-employee have administrative access to the Service.

(b) Restrictions on Customer.

(i) Customer may not: (x) remove, alter or conceal any Marks on the Service or any component parts; (y) copy, modify, translate, reverse engineer, decrypt, decompile or disassemble (except to the extent expressly permitted by applicable law) or otherwise seek to discover the source code for the Service or create derivative works based on the Service, nor may Customer permit any third party to do any of the foregoing.

(ii) Customer may not use the Service or any part thereof except as specifically provided and permitted by this Schedule and the Master Terms and, without limiting the generality of the foregoing, specifically, Customer may not: (v) sell, license or otherwise transfer, or permit any third party (including any subsidiary, parent, or affiliate not expressly licensed under this Agreement) to use (except as expressly permitted by this Agreement), sell, license or otherwise transfer, the Service or any part thereof; (w) rebrand with Marks other than Blackboard's Marks any part of the Service; (x) resell or distribute the Service, or use it on a timeshare or service bureau basis, or use it to operate a website; (y) attach any of Customer's Marks in or to any part of the Service other than in or on Customer's Content files or as otherwise approved in advance by Blackboard; or (z) in any other way use the Service to provide a service directly competitive with Blackboard or seek to gain economic advantage from the Non-permitted Use of the Service.

3. DEFINITIONS.

For the purpose of this Schedule, the following defined terms will mean:

"**End User**" means any employee, client, customer, potential customer, contractor or recipient of an Event run by Customer.

"**Event**" means a single live broadcast event transmitted over the Service created and/or sponsored in whole or substantial part by Customer or Customer's employees that is branded under Customer's name. The term "Events" shall include both live and archived Events.

"**Service**" means the current version of the Software, the Documentation and the associated services.

"**License Period**" means the period specified in the License and Services System Wide Agreement Cover Page.

"**Limited Warranty**" means the warranty described in Section 8 of this Schedule.

"**Marks**" means a party's icons, logos, trade marks, trade names, trade dress or other identifying materials used to promote or assert intellectual property rights in the products or business of that party.

"**New Version**" means any release, option or future product of the Software that Blackboard licenses separately.

"**Non-permitted Use**" means any use of the Service prohibited by Section 2.

"**Seat**" means each End User served by a Stream in the Service and shall include an End User's access to live Events and archived Events but does not include an access to a downloaded archived Event. A limitation on a number of Seats limits the number of unique End Users of the Service.

"**Stream**" means the stream of digitally encoded data that delivers an Event to an End User.

"**Upgrades**" means linear improvements in functionality, amendments, enhancements, or changes (but not New Versions) of the Software or the Documentation issued by Blackboard. and made available to Customer during the License Period.

4. PAYMENT.

In consideration for the license granted by Blackboard under this Agreement, Customer (or Member Institution, as applicable) shall pay to Blackboard the fees (the "**Fees**") set forth above, along with any applicable tax, in accordance with the terms set forth therein. Fees for additional services requested by Customer after the date of this Agreement shall be billed monthly and due 30 days following receipt of invoice. Except as otherwise required by this paragraph, all amounts payable under this Schedule shall be subject to applicable provisions of the Master Terms.

5. TRAINING AND SUPPORT.

Blackboard will provide training and support as set forth above during the hours and at the rates specified above. Unless otherwise specified above, training will be online live training.

6. UPGRADES AND NEW VERSIONS.

Blackboard will make available to Customer for the Service (i) free of charge (other than reasonable implementation fees), as they become available, all Upgrades and (ii) for the fee to be determined by Blackboard upon issue, any New Versions of the Service. Nothing in this Schedule will obligate Blackboard to maintain the Service in the version covered by this Schedule indefinitely. If during the License Period (i) Blackboard introduces a New Version and (ii) elects not to maintain the version covered by this Schedule, Blackboard will make the New Version available to Customer free

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
SEPTEMBER 9, 2011**

VOID IF EXECUTED AFTER: September 30, 2011
Idaho State Board of Education on behalf of its Member Institutions

of charge for the balance of the License Period but not any renewals thereof.

7. THIRD PARTY SOFTWARE AND PUBLICITY.

(a) The Service incorporates software, components and other intellectual property licensed from third party licensors. Blackboard is required to, and Customer agree that Customer will also, comply with the applicable terms of any Blackboard third party license of which Customer have been notified by Blackboard.

(b) Blackboard may name Customer as a Customer of the Service in its marketing materials, and may use Customer's Marks in connection therewith.

8. LIMITED WARRANTY.

Blackboard warrants for Customer's benefit alone that, for the License Period, the Service will perform substantially in accordance with the Documentation, provided that: (i) Blackboard has received all amounts owed under this Schedule; (ii) Customer is not in material breach of this Schedule; (iii) Customer has installed any Corrections, Upgrades and Updates made available to Customer; and (iv) Customer has notified Blackboard in writing of any failure of the Software to conform to the foregoing warranty within the warranty period. All other hardware, software and accompanying materials are provided "AS IS" without warranty of any kind, either express or implied; provided that Blackboard will indemnify Customer in connection with claims with respect to third party software to the extent Blackboard is indemnified under the relevant third party software license agreement for Customer's claim. The complete risk as to quality and performance of any non-warranted hardware or software and accompanying material is on Customer. Blackboard will not be responsible for any defect that results from Customer's Non-permitted Use, abuse or other misconduct or conditions outside the control of Blackboard. Blackboard makes no representations or warranty that the Service or the information or functions contained therein will meet Customer's requirements or that its operation will be uninterrupted, error-free or secure. The Limited Warranty shall not apply and shall immediately be terminated if (i) Customer engage in any Non-permitted Use; (ii) the Service is subjected to abuse, accident or improper use; or (iii) the Software is used on or in conjunction with hardware or software other than the unmodified version of the Software with which the Software was designed to be used, as described in the Documentation; or (iv) Customer violate the terms of this Schedule or the Master Terms in any material respect.

9. CONTENT.

Blackboard does not routinely, and has no obligation to, monitor Content used on the Service. However, Blackboard reserves the right to remove Content which it deems, in its sole discretion, will subject it to liability or to be dangerous, offensive, pornographic, or in violation of law or regulations currently in effect, the Master Terms or any other provision of this Schedule or of any on-line terms of service located on the Blackboard website. Such removal may be immediate and without notice.

10. TERM; TERMINATION.

(a) Unless this is a perpetual license, the License Period as specified above will be automatically renewed for a further one (1) year term unless either party gives notice to the other in writing at least ninety (90) days prior to the end of the License Period.

(b) This Schedule will terminate (i) immediately if Customer violate the provisions of the Master Terms, this Schedule, or engage in any Non-permitted Use and such breach remains unremedied for 72 hours after receipt of notice of the breach and (ii) within ten (10) business days of receiving a demand for payment or other notice from Blackboard if Customer fail to pay any and all amounts payable hereunder or fail to comply with any other term hereof.

(c) Upon any termination of this Schedule, all Blackboard customer support and other services will immediately terminate and Customer's use of the Service shall immediately terminate (except for Customer's use of the version licensed to Customer under a perpetual license). If Customer have a perpetual license and this Schedule is terminated, Customer may request that Blackboard download, at Customer's expense, the Software and Documentation for the Service covered by this Schedule and Customer's Content to hardware provided by Blackboard at Customer's expense. Blackboard will bill Customer at the rate specified above for Customer Support Hours for the estimated time to be spent by Blackboard personnel to download such Software, Documentation and Content, which amount will be paid by Customer prior to the download and, if there is a difference greater than fifteen minutes more or less Customer will pay, or Blackboard will reimburse, the difference within thirty days after such download. Customer's obligations under the Master Terms and Sections 2, 4, 8, 9, and 10 and to pay any accrued charges shall survive any termination of this Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date last written below.

Signed:

Signed:

For: Blackboard Inc.

For: Idaho State Board of Education on behalf of its Member Institutions

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
SEPTEMBER 9, 2011

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 June 22, 2011, Board meeting to bring forward proposed mission statements. 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 current Board approved mission statements cover the type of institution as well as roles and responsibilities as they relate to programs and services and constituencies served. The IRSA Committee of the Board will review...

Boise State University's proposed changes to their mission statement include the addition of *"...metropolitan research university providing leadership in academics...and civic engagement."* The mission statement previously indicated they were a "comprehensive, urban university serving a diverse population through undergraduate and graduate programs, research, and state and regional public service." Additional proposed changes include, *"experiences that foster student success, lifelong learning, community engagement, innovation and creativity. Research, creative activity...including select doctoral degrees, advance new knowledge and benefit the community, the state and the nation. The University is an integral part of its metropolitan environment and is engaged in its economic vitality, policy issues, professional and continuing education programming, and cultural enrichment."* The proposed changes provide specific focus to research, community engagement and creative activity. The proposed changes remove all reference to how the institution will formulate its academic plan. The removal of this language is appropriate.

Idaho State University's proposed changes include *"...research university, with high research activity (Carnegie Classification as RU-H)...professional degree programs; research and creativity activity; and public service endeavors, offered throughout the State and Intermountain region."* Additional proposed changes include, *"The University provides statewide leadership in the health professions and related biological and physical sciences, and is engaged in cutting-edge interdisciplinary basic and translational research. The University offers high quality undergraduate and 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 postgraduate residency training in family*

medicine, dentistry, and pharmacy. 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. The proposed changes broaden the scope in health professions, biological and physical science, arts and early learning.

The University of Idaho proposed changes include "...the state's flagship and land-grant research university. From this distinctive origin and identity comes our commitment 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 commitment through focused excellence in teaching, research, outreach, and engagement in a collaborative environment at our residential main campus, regional centers, extension offices, and research facilities throughout the state. Consistent with the land-grant ideal, our outreach activities serve the state at the same time they strengthen our teaching and scholarly and creative capacities. Our teaching and learning includes undergraduate, graduate, professional, and continuing education offered through both resident instruction and extended delivery. Our educational programs are enriched by the knowledge, collaboration, 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 by expanding knowledge and its applications in the...applied sciences...arts, humanities, and the professions." The proposed changes provide specific focus on outreach, teaching and learning, and scholarly and creative activities.

Lewis-Clark State College's proposed is consistent with the previously Board approved mission. The only modification is the removal of "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." from the mission; which is appropriate.

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.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
SEPTEMBER 9, 2011**

ATTACHMENTS

Attachment 1 – Boise State University Mission Statement	Page 5
Attachment 2 – Idaho State University Mission Statement	Page 7
Attachment 3 –University of Idaho Mission Statement	Page 9
Attachment 4 – Lewis-Clark State College Mission Statement	Page 11

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the Board approve the mission statements as the institutions are required to submit their Year One report to the NWCCU by September 15, 2011. It is anticipated that the mission statements for the institutions will need to be readdressed as staff does the programmatic review pursuant to the requirements of III.Z. Additionally, the Board should devote a set amount of time through the IRSA committee to evaluate proposed changes to the Programs and Services and the Constituencies Served.

BOARD ACTION

I move to approve Boise State University's mission statement as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve Idaho State University's mission statement as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the University of Idaho's mission statement as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve Lewis-Clark State College's mission statement as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

THIS PAGE LEFT INTENTIONALLY BLANK

BOISE STATE UNIVERSITY

Proposed:

Boise State University is a public, metropolitan research university providing leadership in academics, research and civic engagement. The University offers an array of undergraduate degrees and experiences that foster student success, lifelong learning, community engagement, innovation and creativity. Research, creative activity and graduate programs, including select doctoral degrees, advance new knowledge and benefit the community, the state and the nation. The University is an integral part of its metropolitan environment and is engaged in its economic vitality, policy issues, professional and continuing education programming, and cultural enrichment.

Current:

Boise State University

1. Type of Institution

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.

2. 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.

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.

3. 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.

* Programs and Services are listed in order of emphasis.

THIS PAGE LEFT INTENTIONALLY BLANK

IDAHO STATE UNIVERSITY**Proposed:**

Idaho State University is a public, doctoral-granting, research university, with high research activity (Carnegie Classification as RU-H), which serves a diverse population through its undergraduate, graduate, and professional degree programs; research and creative activity; and public service endeavors, offered throughout the state and intermountain region. The University provides statewide leadership in the health professions and related biological and physical sciences, and is engaged in cutting-edge interdisciplinary basic and translational research. The University offers high quality undergraduate and 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 postgraduate residency training in family medicine, dentistry, and pharmacy. 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.

Current:

Idaho State University

1. Type of Institution

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.

2. 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.

3. 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.

* Programs and Services are listed in order of emphasis.

UNIVERSITY OF IDAHO

Proposed:

The University of Idaho is the state's flagship and land-grant research university. From this distinctive origin and identity comes our commitment 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 commitment through focused excellence in teaching, research, outreach, and engagement in a collaborative environment at our residential main campus, regional centers, extension offices, and research facilities throughout the state. Consistent with the land-grant ideal, our outreach activities serve the state at the same time they strengthen our teaching and scholarly and creative capacities.

Our teaching and learning includes undergraduate, graduate, professional, and continuing education offered through both resident instruction and extended delivery. Our educational programs are enriched by the knowledge, collaboration, 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 by expanding knowledge and its applications in the natural and applied sciences, social sciences, arts, humanities, and the professions.

Current:

University of Idaho

1. Type of Institution

The University of Idaho is a high research activity, land-grant institution committed to undergraduate and graduate-research education with extension services responsive to Idaho and the region's business and community needs. The university is also responsible for regional medical and veterinary medical education programs in which the state of Idaho participates.

The University of Idaho will formulate its academic plan and generate programs with primary emphasis on agriculture, natural resources, and metallurgy, engineering, architecture, law, foreign languages, teacher preparation and international programs related to the foregoing. The University of Idaho will give continuing emphasis in the areas of business education liberal arts and physical, life, and social sciences, which also provide the core curriculum or general education portion of the curriculum.

2. Programs and Services*

Baccalaureate Education: Offers a wide range of baccalaureate degrees and professional programs.

Graduate-Research: Offers a wide range of masters, doctoral and professional programs and also coordinates and conducts extensive research programs that are consistent with state needs.

Extension Services, Continuing Education and Distance Learning: Supports extension offices throughout the state in cooperation with federal, state and county governments,

provides life-long learning opportunities and uses a variety of delivery methods to meet the needs of select, yet diverse constituencies in the state and region.

Associate Education: None

Certificates/Diplomas: Offers academic certificates representing a body of knowledge that do not lead to a degree.

Technical and Workforce Training: None

3. 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.

* Programs and Services are listed in order of emphasis.

LEWIS-CLARK STATE COLLEGE

Proposed:

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.

Current:

Lewis-Clark State College

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 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.

2. 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.

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.

* Programs and Services are listed in order of emphasis.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

SUBJECT

Proposed Rule Changes to IDAPA 08.02.03. – Rules Governing Thoroughness, Online Learning Graduation Requirement

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03 – Rules Governing Thoroughness
Section 33-1002A and 33-1627, Idaho Code

BACKGROUND/DISCUSSION

Section 33-1627, Idaho Code specifies that the Board shall promulgate rules requiring online courses as a graduation requirement for those students graduating in 2016. Section 33-1002A defines an on line course as a “course which delivers a sequential program of synchronous and/or asynchronous instruction primarily through the use of technology, in which the instructor is not physically located at the school or place in which the student is receiving instruction. Nothing in this definition shall prohibit a blended course that includes face-to-face, in person instruction, provided that the majority of the instruction is delivered as stated herein.” The proposed addition to IDAPA 08.02.03 sets out a definition for an online course, blended course and additional terms necessary to further clarify those definitions. Additionally, an on-line learning requirement has been added to the graduation requirement section of this rule.

The Board’s online learning committee met in June and developed draft rule language. This language was posted for public comment, with seven (7) public hearings scheduled around the state throughout the month of August. One-hundred and twenty nine (129) people attended the hearings, forty-six (46) of which testified. Additionally, we received thirty (30) written comments. The majority of comments received were against having an online learning requirement at all, many of which felt that it took away parent choice in how their students were instructed. Additional comments centered around:

- Concern for students who could not learn successfully in an online environment and the impact of an “F” on their transcripts when they applied to postsecondary education institutions.
- Concern on the impact to homeless and disadvantaged students who may not have access to perform homework or study outside of the classroom online.
- Concern over their schools infrastructure being able to handle a full lab/classroom of students being online at one time.
- Concern for accountability of private companies or teachers who will provide or teach these online classes.
- Concern in sending Idaho taxpayer dollars out of state to purchase courses from private companies.
- Concern over the added cost to school districts in infrastructure, technical support, and additional remediation that online courses require.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Recommendations for changes included:

- Require only one credit.
- Allow the credit(s) to be synchronous or asynchronous.
- Require that if a school district should choose to contract for the courses they use only non profit or Idaho companies.

The committee reviewed the comments and made modification to the rule to further clarify the definition of asynchronous and the alternate measure. Additional comments and concerns expressed during the hearing centered around issues that school districts would be able to determine as they implemented the graduation requirement, These included:

- Whether the courses would be required core classes or electives
- The year the student has to take the credits in (freshman, sophomore, junior, senior)
- The ability to choose whether or not the students take two (2) asynchronous online or one asynchronous online and one blended course
- The ability to pick the specific classes that are offered online.

During the public hearings much of the time was used to answer questions and most attendees expressed appreciation over the Board using this approach and listening to their concerns and comments.

The proposed graduation requirement specifies that each student earn two online learning credits, one (1) of which shall be from an asynchronous online course, the other can be from an online course or blended course. An online course is defined as a course where 80% or more of the content is delivered through technology and a blended course is defined as a course where 51% - 79% of the content is delivered through technology. In addition to this requirement an alternate measure is set for those students who attempt the credit in the asynchronous online course and do not pass, are on an Individual Education Plan, eligible to receive services under Section 504 of the federal Rehabilitation Act, or enrolled in a Limited English Proficient program for three (3) academic years or less. The alternate measure is designed by the school district, similar to the alternate measure for the proficiency requirement, and must at a minimum meet the Idaho technology content standards.

The language in statute requiring the teacher not be present in the school is problematic for districts as this can be interpreted to mean that a teacher would need to leave the building even to load content into a learning management system for an on-line course where all of the content is delivered through the use of technology asynchronously or that students would have to use the computer lab/classroom at an alternate building then the high school. Staff will continue to work with school districts on options for implementing the rule in individual districts until such time as the language in statute can be fixed. The definition for both the "online course" and "blended course" meet the requirement that the majority of the content be delivered through the use of technology contained in

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

the definition of “online course” in section 33-1002A, Idaho code. The asynchronous definition allow for teachers to interact with students fact-to-face for that portion of instruction/content that is not delivered through the use of technology. In the case of the “online course” this could be for up to 20% of the instruction/content and 49% for a “blended course”.

In addition to the graduation requirement the committee discussed the need for digital citizenship standards, after reviewing the Idaho technology contents standards, the 21st Century Skills that are incorporated into the common core standards and current IDAPA 08.02.03.130 – Technology the committee determined that these covered the necessary digital citizenship standards.

IMPACT

Once approved students entering the 9th grade in the fall of 2012 will be required to earn two (2) online learning credits to graduate from high school or qualify for the alternate graduation measure. School districts and local education agencies will be required to develop an alternate measure, for all high school students that qualify, to meet the online learning requirement. The measure must include multiple measures and meet the Idaho technology content standards.

ATTACHMENTS

Attachment 1 – IDAPA 08.02.03.- Proposed Rule
Attachment 2 – Written Comments

Page 5
Page 16

STAFF COMMENTS AND RECOMMENDATIONS

It was impossible to address all of the concerns expressed over the online learning requirement under the constraints laid out in Section 33-1002A, Idaho code. The committee considered both the intent of the legislation, what skills students needed to be successful in the workplace and postsecondary education after high school, and the impact to the school districts in the development of the proposed language. Additionally, moving forward it will be important to monitor the success of students who are taking these courses and make changes as necessary to meet the intent of preparing students for the workforce and postsecondary education without increasing student's failure rates. Staff recommends approval.

Proposed rules have a 21 day comment period prior to becoming Pending rules. Based on received comments and Board direction, additional changes may be made to this rule prior to it coming back to the Board as a Pending rule.

BOARD ACTION

I move to approve the Proposed Rule change to IDAPA 08.02.03. – Rules Governing Thoroughness as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

THIS PAGE INTENTIONALLY LEFT BLANK

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

**IDAPA 08
TITLE 02
CHAPTER 03**

08.02.03 - RULES GOVERNING THOROUGHNESS

000. LEGAL AUTHORITY.

All rules in this Thoroughness chapter (IDAPA 08.02.03) are promulgated pursuant to the authority of the State Board of Education under Article IX, Section 2 of the Idaho Constitution and under sections 33-116, 33-118, and 33-1612, Idaho Code. Specific statutory references for particular rules are also noted as additional authority where appropriate. (4-5-00)

(BREAK IN CONTINUITY OF SECTIONS)

004. INCORPORATION BY REFERENCE.

The following documents are incorporated into this rule: (3-30-07)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of the document can be found on the State Board of Education [website](#). (3-29-10)

- a.** Driver Education, as revised and adopted on August 21, 2008. (3-29-10)
- b.** Health, as revised and adopted on April 17, 2009. (3-29-10)
- c.** Humanities Categories: (3-29-10)
 - i.** Art, as revised and adopted on April 17, 2009; (3-29-10)
 - ii.** Dance, as revised and adopted on April 17, 2009; (3-29-10)
 - iii.** Drama, as revised and adopted on April 17, 2009; (3-29-10)
 - iv.** Interdisciplinary, as revised and adopted on April 17, 2009; (3-29-10)
 - v.** Music, as revised and adopted on April 17, 2009; (3-29-10)
 - vi.** World languages, as revised and adopted on April 17, 2009. (3-29-10)
- d.** English Language Arts, as revised and adopted on August 11, 2010. (4-7-11)
- e.** Limited English Proficiency, as revised and adopted on August 21, 2008. (3-29-10)
- f.** Mathematics, as revised and adopted on August 11, 2010. (4-7-11)
- g.** Physical Education, as revised and adopted on April 17, 2009. (3-29-10)
- h.** Science, as revised and adopted on April 17, 2009. (3-29-10)
- i.** Social Studies, as revised and adopted on April 17, 2009. (3-29-10)
- j.** Information and Communication Technology, as revised and adopted on April 22, 2010. (4-7-11)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

02. The Idaho English Language Development Standards. The Idaho English Language Development Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education [website](#). (4-2-08)

03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures. The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on November 11, 2009. Copies of the document can be found on the State Department of Education [website](#). (4-7-11)

04. The Idaho English Language Assessment (IELA) Achievement Standards. The Idaho English Language Assessment (IELA) Achievement Standards as adopted by the State Board of Education on November 11, 2009. Copies of the document can be found on the State Department of Education [website](#). (4-7-11)

05. The Idaho Standards Achievement Tests (ISAT) Achievement Standards. Achievement Standards as adopted by the State Board of Education on May 30, 2007. Copies of the document can be found on the State Board of Education [website](#). (4-2-08)

06. The Idaho Extended Content Standards. The Idaho Extended Content Standards as adopted by the State Board of Education on April 17, 2008. Copies of the document can be found at the State Board of Education [website](#). (5-8-09)

07. The Idaho Alternative Assessment Extended Achievement Standards. Alternative Assessment Extended Achievement Standards as adopted by the State Board of Education on February 28, 2008. Copies of the document can be found on the State Board of Education [website](#). (5-8-09)

08. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education [website](#). (4-2-08)

09. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education [website](#). (4-2-08)

(BREAK IN CONTINUITY OF SECTIONS)

007. DEFINITIONS A - G.

01. Achievement Standards. Define “below basic,” “basic,” “proficient,” and “advanced” achievement levels on the Idaho Standards Achievement Tests (ISAT) and “beginning,” “advanced beginning,” “intermediate,” “early fluent” and “fluent” on the Idaho English Language Assessment (IELA) by setting scale score cut points. These cut scores are paired with descriptions of how well students are mastering the material in the content standards. These descriptions are called performance level descriptors or PLDs, and are provided by performance level, by content area, and by grade. (4-2-08)

02. Advanced Opportunities. Are defined as Advanced Placement courses, Dual Credit courses, Tech Prep, or International Baccalaureate programs. (4-11-06)

03. Advanced Placement® (AP) - College Board. The Advanced Placement Program is administered by the College Board. AP students may take one (1) or more college level courses in a variety of subjects. AP courses are not tied to a specific college curriculum, but rather follow national College Board curricula. While taking the AP exam is optional, students can earn college credit by scoring well on the national exams. It is up to the discretion of the receiving college to accept the scores from the AP exams to award college credit or advanced standing. (4-11-06)

04. All Students. All students means all public school students, grades K-12. (4-11-06)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

05. Alternative Assessment (Other Ways of Testing). Any type of assessment in which students create a response to a question rather than choose a response from a given list, as with multiple-choice or true/false. Alternative assessments can include short-answer questions, essays, oral presentations, exhibitions, and portfolios. (4-5-00)

06. Assessment. The process of quantifying, describing, or gathering information about skills, knowledge or performance. (4-5-00)

07. Assessment Standards. Statements setting forth guidelines for evaluating student work, as in the “Standards for the Assessment of Reading and Writing”; (4-5-00)

08. Asynchronous course. An online course in which an online platform is used to deliver all curricula. The majority of communication exchanges occur in elapsed time and allow students and teachers to participate according to their schedule. Asynchronous courses do not prohibit the use of a paraprofessional, certificated staff, or other staff member being present at the physical location during instructional periods where instruction takes place such as a schools computer lab.

089. Authentic. Something that is meaningful because it reflects or engages the real world. An “authentic task” asks students to do something they might really have to do in the course of their lives, or to apply certain knowledge or skills to situations they might really encounter. (4-5-00)

109. Basic Educational Skills Training. Instruction in basic skills toward the completion/attainment of a certificate of mastery, high school diploma, or GED. (4-5-00)

11. Blended Course. A blended course, sometimes called hybrid course, consists of a course having between 51% and 79% of the course content delivered through the use of technology and may include models such as rotation model, flex model, or online lab model.

a. **Flex Model.** Features an online platform that delivers most of the curricula. Teachers provide on-site support on a flexible and adaptive as-needed basis through in-person tutoring sessions and small group sessions.

b. **Online Lab Model.** Programs rely on an online platform to deliver the entire course but in a brick-and-mortar lab environment. Certificated, paraprofessionals or other staff supervise, but offer little content expertise.

c. **Rotation Model.** Students rotate on a fixed schedule between learning online in a self-paced environment and sitting in a classroom with a traditional face-to-face teacher.

102. Classic Texts. Literary or other works (e.g., films, speeches) that have been canonized, either continuously or intermittently, over a period of time beyond that of their initial publication and reception. (4-5-00)

143. Content Standards. Describe the knowledge, concepts, and skills that students are expected to acquire at each grade level in each content area. (4-2-08)

124. Context (of a Performance Assessment). The surrounding circumstances within which the performance is embedded. For example, problem solving can be assessed in the context of a specific subject (such as mathematics) or in the context of a real-life laboratory problem requiring the use of mathematics, scientific, and communication skills. (4-5-00)

135. Cooperative Work Experience. Classroom learning is integrated with a productive, structured work experience directly related to the goals and objectives of the educational program. Schools and participating businesses cooperatively develop training and evaluation plans to guide and measure the progress of the student. School credit is earned for successful completion, and the work may be paid or unpaid. Cooperative work experiences are also known as co-operative education or co-op. (4-5-00)

146. Criteria. Guidelines, rules or principles by which student responses, products, or performances, are judged. What is valued and expected in the student performance, when written down and used in assessment, become rubrics or scoring guides. (4-5-00)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

157. Cues. Various sources of information used by readers to construct meaning. The language cueing systems include the graphophonic (also referred to as graphophonemic) system, which is the relationship between oral and written language (phonics); the syntactic system, which is the relationship among linguistic units such as prefixes, suffixes, words, phrases, and clauses (grammar); and semantic system, which is the study of meaning in language. Reading strategies and language cueing systems are also influenced by pragmatics-the knowledge readers have about the ways in which language is understood by others in their culture. (4-5-00)

168. “C” Average. A combined average of courses taken on a four (4) point scale with “C” equal to two (2) points. (4-11-06)

179. Decode. (4-5-00)

a. To analyze spoken or graphic symbols of a familiar language to ascertain their intended meaning. (4-5-00)

b. To change communication signals into messages, as to decode body language. (4-5-00)

1820. Dual Credit. Dual credit allows high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Postsecondary institutions work closely with high schools to deliver college courses that are identical to those offered on the college campus. Credits earned in a dual credit class become part of the student’s permanent college record. Students may enroll in dual credit programs taught at the high school or on the college campus. (4-11-06)

1921. Emergent Literacy. Development of the association of print with meaning that begins early in a child’s life and continues until the child reaches the stage of conventional reading and writing. (4-5-00)

202. Employability Skills. Work habits and social skills desirable to employers, such as responsibility, communication, cooperation, timeliness, organization, and flexibility. (4-5-00)

213. Entry-Level Skills. The minimum education and skill qualifications necessary for obtaining and keeping a specific job; the starting point in a particular occupation or with a certain employer. (4-5-00)

2224. Evaluation (Student). Judgment regarding the quality, value, or worth of a response, product, or performance based on established criteria, derived from multiple sources of information. Student evaluation and student assessment are often used interchangeably. (4-5-00)

235. Experiential Education (Application). Experiential education is a process through which a learner constructs knowledge, skill, and value from direct experiences. (4-5-00)

246. Exploratory Experience (Similar to a Job Shadow). An opportunity for a student to observe and participate in a variety of worksite activities to assist in defining career goals. An in-school exploratory experience is a school-based activity that simulates the workplace. (4-5-00)

257. Fluency. The clear, rapid, and easy expression of ideas in writing or speaking; movements that flow smoothly, easily, and readily. (4-5-00)

268. Genre (Types of Literature). A category used to classify literary and other works, usually by form, technique, or content. Categories of fiction such as mystery, science fiction, romance, or adventure are considered genres. (4-5-00)

279. Graphophonic/Graphophonemic. One (1) of three (3) cueing systems readers use to construct texts; the relationships between oral and written language (phonics). (4-5-00)

008. DEFINITIONS H - S.

01. Interdisciplinary or Integrated Assessment. Assessment based on tasks that measures a

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

SEPTEMBER 9, 2011

student's ability to apply concepts, principles, and processes from two (2) or more subject disciplines to a project, issue, or problem. (4-5-00)

02. International Baccalaureate (IB) - Administered by the International Baccalaureate Organization, the IB program provides a comprehensive liberal arts course of study for students in their junior and senior years of high school. IB students take end-of-course exams that may qualify for college credit. Successful completion of the full course of study leads to an IB diploma. (4-11-06)

03. Laboratory. A laboratory science course is defined as one in which at least one (1) class period each week is devoted to providing students with the opportunity to manipulate equipment, materials, specimens or develop skills in observation and analysis and discover, demonstrate, illustrate or test scientific principles or concepts. (4-11-06)

04. Learning Plan. The plan that outlines a student's program of study, which should include a rigorous academic core and a related sequence of electives in academic, professional-technical education (PTE), or humanities aligned with the student's post graduation goals. (4-11-06)

05. Narrative. Text in any form (print, oral, or visual) that recounts events or tells a story. (4-5-00)

06. Norm-Referenced Assessment. Comparing a student's performance or test result to performance of other similar groups of students; (e.g., he typed better than eighty percent (80%) of his classmates.) (4-5-00)

07. On-Demand Assessment. Assessment that takes place at a predetermined time and place. Quizzes, state tests, SATs, and most final exams are examples of on-demand assessment. (4-5-00)

08. Online course. A course in which at least 80% of the course content is delivered over the Internet or through the use of technology. An online course may be asynchronous or synchronous. The online teacher of record may perform the course work from an alternate location while a certificated, paraprofessional or other school staff member supervises students in a computer lab environment.

09. Online learning. Education in which the majority of course content is delivered online or through the use of technology. Courses may be delivered in an asynchronous or synchronous course format and may include blended course models or fully online course models. Online learning does not include print-based correspondence education, broadcast television or radio, videocassettes, and stand-alone education software programs that do not have a significant internet-based instructional component. Online learning is not simply computer based instruction, but rather requires that the online teacher and the student have ongoing access to one another for purposes of teaching, evaluating and providing assistance to the student throughout the duration of the course. All online learning must meet the Idaho content standards.

10. Online teacher (instructor). The teacher of record who holds an appropriate Idaho certification and provides the primary instruction for an online course.

0811. Performance Assessment. Direct observation of student performance or student work and professional judgment of the quality of that performance. Good quality performance assessment has pre-established performance criteria. (4-5-00)

0912. Performance-Based Assessment. The measurement of educational achievement by tasks that are similar or identical to those that are required in the instructional environment, as in performance assessment tasks, exhibitions, or projects, or in work that is assembled over time into portfolio collections. (4-5-00)

103. Performance Criteria. A description of the characteristics that will be judged for a task. Performance criteria may be holistic, analytic trait, general or specific. Performance criteria are expressed as a rubric or scoring guide. Anchor points or benchmark performances may be used to identify each level of competency in the rubric or scoring guide. (4-5-00)

114. Phonics. Generally used to refer to the system of sound-letter relationships used in reading and

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

SEPTEMBER 9, 2011

writing. Phonics begins with the understanding that each letter (or grapheme) of the English alphabet stands for one (1) or more sounds (or phonemes). (4-5-00)

125. Portfolio. A collection of materials that documents and demonstrates a student's academic and work-based learning. Although there is no standard format for a portfolio, it typically includes many forms of information that exhibit the student's knowledge, skills, and interests. By building a portfolio, students can recognize their own growth and learn to take increased responsibility for their education. Teachers, mentors, and employers can use portfolios for assessment purposes and to record educational outcomes. (4-5-00)

136. Print Awareness. In emergent literacy, a learner's growing awareness of print as a system of meaning, distinct from speech and visual modes of representation. (4-5-00)

147. Professional-Technical Education. Formal preparation for semi-skilled, skilled, technical, or paraprofessional occupations, usually below the baccalaureate level. (4-11-06)

158. Proficiency. Having or demonstrating a high degree of knowledge or skill in a particular area. (4-5-00)

169. School-to-Work Transition. A restructuring effort that provides multiple learning options and seamless integrated pathways to increase all students' opportunities to pursue their career and educational interests. (4-5-00)

1720. Service Learning. Combining service with learning activities to allow students to participate in experiences in the community that meet actual human needs. Service learning activities are integrated into the academic curriculum and provide structured time for a student to think, talk, or write about what was done or seen during the actual service activity. Service learning provides students with opportunities to use newly acquired skills and knowledge in real-life situations in their communities, and helps foster the development of a sense of caring for others. (4-5-00)

1821. Skill Certificate. Portable, industry-recognized credential that certifies the holder has demonstrated competency on a core set of performance standards related to an occupational cluster area. Serving as a signal of skill mastery at benchmark levels, skill certificates may assist students in finding work within their community, state, or elsewhere. A National Skills Standards Board is presently charged with issuing skill voluntary standards in selected occupations based on the result of research and development work completed by twenty-two (2) contractors. (4-5-00)

1922. Standards. Statements about what is valued in a given field, such as English language arts, and/or descriptions of what is considered quality work. See content standards, assessment standards, and achievement standards. (4-2-08)

203. Standardization. A set of consistent procedures for constructing, administering and scoring an assessment. The goal of standardization is to ensure that all students are assessed under uniform conditions so the interpretation of performance is comparable and not influenced by differing conditions. Standardization is an important consideration if comparisons are to be made between scores of different individuals or groups. (4-5-00)

214. Standards-Based Education. Schooling based on defined knowledge and skills that students must attain in different subjects, coupled with an assessment system that measures their progress. (4-5-00)

225. Structured Work Experience. A competency-based educational experience that occurs at the worksite but is tied to the classroom by curriculum through the integration of school-based instruction with worksite experiences. Structured work experience involves written training agreements between school and the worksite, and individual learning plans that link the student's worksite learning with classroom course work. Student progress is supervised and evaluated collaboratively by school and worksite personnel. Structured work experience may be paid or unpaid; may occur in a public, private, or non-profit organization; and may or may not result in academic credit and/or outcome verification. It involves no obligation on the part of the worksite employer to offer regular employment to the student subsequent to the experience. (4-5-00)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

236. Student Learning Goals (Outcomes). Statements describing the general areas in which students will learn and achieve. Student learning goals typically reflect what students are expected to know by the time they leave high school, such as to read and communicate effectively; think critically and solve problems; develop positive self-concept, respect for others and healthy patterns of behavior; work effectively in groups as well as individually; show appreciation for the arts and creativity; demonstrate civic, global and environmental responsibility; recognize and celebrate multicultural diversity; exhibit technological literacy; have a well developed knowledge base which enhances understanding and decision making, and demonstrate positive problem solving and thinking skills. (4-5-00)

27. Synchronous course. A course in which the teacher and students interact at the same time. May be applied to both traditional and technology based courses.

009. DEFINITIONS T - Z.

01. Tech Prep. Tech Prep is a sequenced program of study that combines at least two (2) years of secondary and two (2) years of postsecondary education. It is designed to help students gain academic knowledge and technical skills, and often earn college credit for their secondary coursework. Programs are intended to lead to an associate's degree or a certificate in a specific career field, and ultimately, to high wage, high skill employment or advanced postsecondary training. (4-11-06)

02. Technology Education. A curriculum for elementary, middle, and senior high schools that integrates learning about technology (e.g., transportation, materials, communication, manufacturing, power and energy, and biotechnology) with problem-solving projects that require students to work in teams. Many technology education classrooms and laboratories are well equipped with computers, basic hand tools, simple robots, electronic devises, and other resources found in most communities today. (4-5-00)

03. Total Quality Management. A systematic approach to standardizing and increasing the efficiency of internal systems and processes, whether in a business or a school, using statistical and management tools for continuous improvement. Emphasis is on documenting effective processes, committing to meet customers' needs and sharing decision making. (3-15-02)

04. Transferable Skills. Skills that are inter-changeable among different jobs and workplaces. For example, the ability to handle cash is a skill one could use as both a restaurant cashier and a bank teller. The ability to problem solve or work as a team member is transferable among most jobs and workplaces. (4-11-06)

05. 2+2 or 4+2. A planned, streamlined sequence of academic and professional-technical courses which eliminates redundancies between high school and community college curricula; 2+2 is high school years eleven (11) and twelve (12) and community college years thirteen (13) and fourteen (14); 4+2 is high school years nine (9), ten (10), eleven (11), and twelve (12) and community college years thirteen (13) and fourteen (14). (4-11-06)

06. Unique Student Identifier. A number issued and assigned by the State Department of Education to each student currently enrolled or who will be enrolled in an Idaho local education agency to obtain data. (5-8-09)

07. Writing Process. The many aspects of the complex act of producing written communication; specifically, planning, drafting, revising, editing, and publishing. (4-5-00)

08. Word Recognition. (4-5-00)

a. The quick and easy identification of the form, pronunciation, and appropriate meaning of a work previously met in print or writing; (4-5-00)

b. The process of determining the pronunciation and some degree of meaning of a word in written or printed form. (4-5-00)

(BREAK IN CONTINUITY OF SECTIONS)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

105. HIGH SCHOOL GRADUATION REQUIREMENTS.

A student must meet all of the requirements identified in this section before the student will be eligible to graduate from an Idaho high school. The local school district or LEA may establish graduation requirements beyond the state minimum. (5-8-09)

01. Credit Requirements. The State minimum graduation requirement for all Idaho public high schools is forty-two (42) credits. The forty-two (42) credits must include twenty-five (25) credits in core subjects as identified in Paragraphs 105.01.c. through 105.01.h. All credit-bearing classes must be aligned with state high school standards in the content areas for which standards exist. For all public school students who enter high school at the 9th grade level in Fall 2009 or later, the minimum graduation requirement will be forty-six (46) credits and must include twenty-nine (29) credits in core subjects as identified in Paragraphs 105.01.b. through 105.01.g. (3-29-10)

a. Credits. (Effective for all students who enter the ninth grade in the fall of 2010 or later.) One (1) credit shall equal sixty (60) hours of total instruction. School districts or LEA's may request a waiver from this provision by submitting a letter to the State Department of Education for approval, signed by the superintendent and chair of the board of trustees of the district or LEA. The waiver request shall provide information and documentation that substantiates the school district or LEA's reason for not requiring sixty (60) hours of total instruction per credit. (3-29-10)

b. Mastery. Students may also achieve credits by demonstrating mastery of a subject's content standards as defined and approved by the local school district or LEA. (3-29-10)

c. Secondary Language Arts and Communication. Nine (9) credits are required. Eight (8) credits of instruction in Language Arts. Each year of Language Arts shall consist of language study, composition, and literature and be aligned to the Idaho Content Standards for the appropriate grade level. One (1) credit of instruction in communications consisting of oral communication and technological applications that includes a course in speech, a course in debate, or a sequence of instructional activities that meet the Idaho Speech Content Standards requirements. (3-29-10)

d. Mathematics. Four (4) credits are required. Secondary mathematics includes Applied Mathematics, Business Mathematics, Algebra, Geometry, Trigonometry, Fundamentals of Calculus, Probability and Statistics, Discrete Mathematics, and courses in mathematical problem solving and reasoning. For all public school students who enter high school at the 9th grade level in Fall 2009 or later, six (6) semester credits are required. For such students, secondary mathematics includes instruction in the following areas: (3-29-10)

i. Two (2) credits of Algebra I or courses that meet the Idaho Algebra I Content Standards as approved by the State Department of Education; (3-29-10)

ii. Two (2) credits of Geometry or courses that meet the Idaho Geometry Content Standards as approved by the State Department of Education; and (3-29-10)

iii. Two (2) credits of mathematics of the student's choice. (3-29-10)

iv. Two (2) credits of the required six (6) credits of mathematics must be taken in the last year of high school. (3-29-10)

e. Science. Four (4) credits are required, two (2) of which will be laboratory based. Secondary sciences include instruction in applied sciences, earth and space sciences, physical sciences, and life sciences. (3-29-10)

i. Effective for all public school students who enter high school at the 9th grade level in Fall 2009 or later, six (6) credits will be required. (3-29-10)

ii. Secondary sciences include instruction in the following areas: biology, physical science or

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

chemistry, and earth, space, environment, or approved applied science. Four (4) credits of these courses must be laboratory based. (3-29-10)

f. Social Studies. Five (5) credits are required, including government (two (2) credits), United States history (two (2) credits), and economics (one (1) credit). Courses such as geography, sociology, psychology, and world history may be offered as electives, but are not to be counted as a social studies requirement. (3-29-10)

g. Humanities. Two (2) credits are required. Humanities courses include instruction in visual arts, music, theatre, dance, or world language aligned to the Idaho content standards for those subjects. Other courses such as literature, history, philosophy, architecture, or comparative world religions may satisfy the humanities standards if the course is aligned to the Idaho Interdisciplinary Humanities Content Standards. (3-29-10)

h. Health/Wellness. One (1) credit is required. Course must be aligned to the Idaho Health Content Standards. (3-29-10)

i. Online Learning Requirement. (Effective for all students who enter the ninth grade in the fall of 2012 or later.) Two (2) credits are required, one (1) of which shall be from an asynchronous online course. The second credit may be an online course or blended course credit, either asynchronous or synchronous..

i. A student who has taken a at least one (1) credit asynchronous online course and failed to earn the credit may appeal to the school district or LEA and will be given an opportunity to demonstrate proficiency of the Idaho technology content standards through some other locally established plan. School districts or LEAs shall adopt an alternate plan and provide notice of that plan to all students who have not earned the credits to meet the online learning requirement prior to the fall semester of the student's junior year. All locally established alternate plans used to demonstrate proficiency shall be forwarded to the State Board of Education for review and information. Alternate plans must be promptly re-submitted to the Board whenever changes are made in such plans.()

1) Before entering an alternate measure, the student must be: ()

a) Enrolled in a special education program and have an Individual Education Plan (IEP); or ()

b) Has been identified as eligible to receive services under Section 504 of the federal Rehabilitation Act of 1973; or

c) Enrolled in an Limited English Proficient (LEP) program for three (3) academic years or less; ()

2) The alternate plan must: ()

a) Contain multiple measures of student achievement; ()

b) Be aligned at a minimum to Idaho technology content standards; and ()

c) Be valid and reliable ()

02. Content Standards. Each student shall meet locally established subject area standards (using state content standards as minimum requirements) demonstrated through various measures of accountability including examinations or other measures. (3-29-10)

03. College Entrance Examination. (Effective for all public school students who enter high school at the 9th grade level in Fall 2009 or later.) A student must take one (1) of the following college entrance examinations before the end of the student's eleventh grade year: COMPASS, ACT or SAT. Scores must be included in the Learning Plan. (5-8-09)

04. Senior Project. (Effective for all public school students who enter high school at the 9th grade level in Fall 2009 or later.) A student must complete a senior project by the end of grade twelve (12). The project

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

must include a written report and an oral presentation. Additional requirements for a senior project are at the discretion of the local school district or LEA. (3-29-10)

05. Middle School. If a student completes any required high school course with a grade of C or higher before entering grade nine (9), and if that course meets the same standards that are required in high school, then the student has met the high school content area requirement for such course. However, the student must complete the required number of credits in all high school core subjects as identified in Subsections 105.01.b. through 105.01.g. in addition to the courses completed in middle school. (3-29-10)

06. Proficiency. Each student must achieve a proficient or advanced score on the Grade 10 Idaho Standards Achievement Test (ISAT) in math, reading and language usage in order to graduate. A student who does not attain at least a proficient score prior to graduation may appeal to the school district or LEA, and will be given an opportunity to demonstrate proficiency of the content standards through some other locally established plan. School districts or LEAs shall adopt an alternate plan and provide notice of that plan to all students who have not achieved a proficient or advanced score on the Grade 10 Idaho Standards Achievement Test by the fall semester of the student's junior year. All locally established alternate plans used to demonstrate proficiency shall be forwarded to the State Board of Education for review and information. Alternate plans must be promptly re-submitted to the Board whenever changes are made in such plans. (4-7-11)

- a.** Before entering an alternate measure, the student must be: (4-2-08)
 - i. Enrolled in a special education program and have an Individual Education Plan (IEP); or (3-20-04)
 - ii. Enrolled in an Limited English Proficient (LEP) program for three (3) academic years or less; or (3-20-04)
 - iii. Enrolled in the fall semester of the senior year. (3-20-04)
- b.** The alternate plan must: (4-7-11)
 - i. Contain multiple measures of student achievement; (4-7-11)
 - ii. Be aligned at a minimum to tenth grade state content standards; (4-7-11)
 - iii. Be aligned to the state content standards for the subject matter in question; (4-7-11)
 - iv. Be valid and reliable; and (4-7-11)
 - v. Ninety percent (90%) of the alternate plan criteria must be based on academic proficiency and performance. (4-7-11)
- c.** A student is not required to achieve a proficient or advanced score on the ISAT if: (5-8-09)
 - i. The student received a proficient or advanced score on an exit exam from another state that requires a standards-based exam for graduation. The state's exit exam must approved by the State Board of Education and must measure skills at the tenth grade level and be in comparable subject areas to the ISAT; (5-8-09)
 - ii. The student completes another measure established by a school district or LEA and received by the Board as outlined in Subsection 105.06; or (3-29-10)
 - iii. The student has an IEP that outlines alternate requirements for graduation or adaptations are recommended on the test; (5-8-09)
 - iv. The student is considered an LEP student through a score determined on a language proficiency test and has been in an LEP program for three (3) academic years or less; (5-8-09)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

07. Special Education Students. A student who is eligible for special education services under the Individuals With Disabilities Education Improvement Act must, with the assistance of the student's Individualized Education Program (IEP) team, refer to the current Idaho Special Education Manual for guidance in addressing graduation requirements. (4-11-06)

08. Foreign Exchange Students. Foreign exchange students may be eligible for graduation by completing a comparable program as approved by the school district or LEA. (4-11-06)

(BREAK IN CONTINUITY OF SECTIONS)

Education Online Learning
2011/2012

Online learning: new, exciting, innovative
Anything worthy of consideration deserves a fair and critical analysis especially when it comes to our children and their futures and the communities in which they live. The implementation of well-thought out high-quality programs is essential and crucial. Slowing the implementation as we grapple with many of the questions, costs will help build trusts and create a better understanding of online learning.

- Online learning is a shift in instructional strategy
- Will this instructional tool support and enhance a young adult's academic skills, understanding of their world, and a means to encourage civic responsibility in the public education setting?
- How does this impact classroom seat time "laws" expected from state?
- How will material be used and presented? Support different levels of thinking and inquiry?
- Talk about the rubrics and alignment of core and state standards of a particular discipline. . . who tracks and is held accountable? Teacher? Facilitator? District? State? What are evaluation standards? Who will evaluate? Merit-pay linked to online learning?
- Impact to relationships, motivations and brain development of students – short and long-term? Isolation, unmotivated, pros? Cons? What studies are available?
- Are we better off mandating on **how to take an online class** vs a particular mandatory online discipline like science, math, social studies?


Paula Marano -

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

8/16

8/16/2011

To:
Idaho State Board of Education

Fr:
Dale Kleinert, Superintendent 
Moscow School District

Re:
Online Credit Requirements

Good evening. My name is Dale Kleinert, Superintendent of Schools, Moscow School District. I have made the Moscow Schools and community my home for the past 30 years.

Thank you for the opportunity to address the Board regarding this important matter, and I am very appreciative of the work being done by the Idaho State Technology Task Force. The membership is passionate, professional, and they have done a wonderful job of maintaining a transparent meeting agenda for all stakeholders throughout the State of Idaho.

I am excited about the use of technology in our schools. In 1987, I assisted in moving one of the first computers into a classroom at Moscow Junior High School. Again, in 1996, I led a volunteer "Drill Team" of teachers, students and parents who installed over five miles of cable in the same school so we could network our computers to a server. That cable also enabled us to install an intercom telephone system in every classroom where there was none before. Just today, I ensured the implementation of a text messaging system which included training for all of our administrators to use a brand new technology that will enable them to more effectively communicate with all of our students and families via voice, text message and email.

I believe technology to be one of our most important allies, and something that I personally cannot function without. I also believe the use of technology in our schools to be one of the most important tools we give our precious students. My advocacy of technology is strong, yet I believe that a "one size fits all" mandated online course requirement is not in the best interest of our students for the following reasons:

- I am deeply concerned with the requirement for students with disabilities. Recent legislation already requires additional math, science, senior project, high stakes testing and a new SAT assessment requirements for all of our students before they graduate from high school. Additional requirements such as online course requirements for students with disabilities will only further negate their ability to make progress in the general education curriculum.
- I also strongly caution against this requirement for economically disadvantaged students. In some cases, economically disadvantaged students do not have the support system available to successfully participate outside of the classroom walls. Even though we have been told that the local school district will be able to sanction rules regarding when, where, and how the technology will be used, most students who take online coursework do so outside of school. We will be effectively requiring those with economic difficulties to be treated differently than their peers because they may not have access to technology, financial resources, or other support systems while out of school.
- Finally, our physical facilities are incredibly strained without the addition of any more technology. The legislation allows for some upgrade of technology infrastructure, but in many cases, we do not have the capability to plug the technology into the wall. This burden is one that many Idaho School Districts can not undertake. Our physical infrastructure is crumbling and we are not able to replace capital items such as roofs, boilers, or complete much needed school renovations. A portion of our revenue from the State will be shifted to "pay for performance", Leadership awards, and hard to fill positions. The shift of these funds will not heat our buildings nor provide for infrastructure improvements necessary to upgrade to the new technology demands.

I am passionate about our students, our schools, and our community. We have done our best to give students the gift of technology and we will continue to do so with the resources available. Please take into consideration the points I have made in this testimony as you make this very important decision. Thank you again for this opportunity to address the honorable State Board of Education.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: Leigh Morse [REDACTED]
Sent: Sunday, August 21, 2011 9:51 PM
To: Tracie L. Bent
Subject: online ed

Actually as much as I do not support Superintendent Luna, much of his plan is well thought out and has a proven track record of success in other states. Online education will familiarize students with a mean to self educate throughout their lives especially in a rural state such as ours where access is often an issue. I think this part of the plan should push forward and as most will understand a great number of high school students have already completed an online course. Online courses have been a saving grace for a number of my teen patients who have run into troubles with school as well as some incredibly successful students who needed to create more flexibility in their year to aspire to their other goals.

L. Leigh Morse MD
[REDACTED]
Hailey, Idaho 83333

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: Patricia Alexander [REDACTED]
Sent: Thursday, August 18, 2011 9:32 PM
To: Tracie L. Bent
Subject: Requirement 2 On-line Courses prior to Graduation

I have been both a school counselor, district coordinator, and principal. I believe exposure to on-line education by taking two classes, one of them being asynchronous is very appropriate when you look at the pattern of higher education with many on-line universities and most universities offering on-line courses. However, I believe, that there should be supports at the students' home school. It is a LEARNING experience, teaching students how to be successful with on-line courses. I also believe that the majority of students should not take core classes on-line. EDC's Center for Children and Technology's research indicates that on-line courses in Math have not proven to be more effective than classroom instruction due to immediate support of a classroom teacher. EDC receives major grants from the Gates Foundation to research the effectiveness of technology in the classroom. Has Idaho looked at the research? or are we all just reacting emotionally?

I personally have taken two on-line courses: The first one was ridiculously easy and boring for the amount of credit offered and the 2nd one was very demanding with unit quizzes, a mid-term paper, and a final project. I also took a Technology in the 21st Century from the Meridian School District. They taught for one hour and then let us work on our own projects or explore their topics for the next 3 hours for a total of 16 hrs. It was an excellent class. That is how I would see a on-line course with supports being. A classroom teacher might do some instruction but the majority of the time students are working on their own program with the teacher providing support.

I also believe that a computer for every student is not necessarily the best use of money. I would prefer to see each teacher having a complete classroom set of computers with students having access to computers before, during, and after school in the library, computer lab, and/or classroom.

Patricia Alexander
[REDACTED]

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: Tyler Wymond [REDACTED]
Sent: Sunday, August 21, 2011 11:44 AM
To: Tracie L. Bent
Subject: online education

Online classes should help teachers devote more time to students who need their attention. Some students need more one on one time with teachers and some feel bored by the slow pace of traditional classroom instruction. Online classes will provide a better learning experience for both because of the increased flexibility for teacher and student.

Stanford University is doing research to reinvent online learning and has 58,000 students expressing interest in an online class on artificial intelligence. Think how inexpensive this is, two professors teach 58,000 students at once. That is more students than most teachers would instruct in a lifetime. Here is link to Stanford's website that better describes it: <http://news.stanford.edu/news/2011/august/online-computer-science-081611.html>

Let's embrace online education and provide our students with a better education. I realize the new standard is two online classes but I urge you to make more classes optional for high school and junior high students.

Tyler Wymond

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Wheeler, Michelle [REDACTED]
Sent: Friday, August 05, 2011 2:33 PM
To: Tracie L. Bent
Subject: Online Course Requirements-Input

Importance: High

Thank you Tracie for taking comments regarding the above-referenced subject.

My husband has taken on-line college courses and my oldest daughter has taken both high school and college on-line courses. Both have found that the on-line method is not the optimal way to learn. Questions are not answered and interaction is not available. I am totally against this type of learning for anyone not college level or above.

I too have taken some professional courses on-line. All of us believe this is not a good choice as an effective learning tool, especially for children.

Do not do the children of Idaho a disservice by forcing them to learn on-line. The education system in Idaho is already behind the rest of the nation. This will isolate our State and students further.

Regards,

Michelle

Michelle A. Wheeler, MPA, Paralegal
Office of Technology Transfer
University of Idaho
P.O. Box 443003
Morrill Hall 414
Moscow, Idaho 83844-3003
Phone: (208) 885-4550
Fax: (208) 885-4551
E-mail: wheelerm@uidaho.edu



PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: Deborah Pence [REDACTED]
Sent: Monday, August 15, 2011 1:04 PM
To: Tracie L. Bent
Cc: Jason Bransford
Subject: Written Testimony regarding Online Course Requirement

Dear Technology Task Force members,

Our school has been heavily involved in the promotion of online courses and integration of online learning in all of our classes for the past 6 years. As an administrator, I feel one of the best decisions I have ever made was to work with our tech director to find an online learning management system and to ask all of our high school teachers to develop an online classroom for every high school course in our catalog. All course expectations, grading rubrics, online resources, discussion forums, quizzes, recorded lectures, video clips, and graded assessments are found in the online classrooms. End-of-course assessments are password protected and proctored by our teachers. From an evaluation standpoint, I can view the interaction between teachers and students, view student progress, and get a good feel for the level of support students are getting.

The bigger rewards from this decision have come from an increased level of teacher collaboration and creative approaches to delivery of instruction, and an enhanced ability of advisory teachers to monitor student progress. High school teachers have "non-editing" privileges in every high school course, so they are better able to support their advisory students by monitoring grades, reading feedback the student has gotten from teachers, and being able to pull up assignments the student submitted to review or discuss with the student. This level of access means they do not have to interrupt their colleagues to seek information about a student—it is already at their fingertips. So much research points to effective teachers really "knowing" their students, and being able to serve as a mentor as well as a teacher. Online learning has enhanced the advisory program we have in ways I never could have imagined, and removed the barriers created by traditional school models such as having teachers in "departments" by course.

I am fully in support of a requirement to have students access coursework online. I can think of no single decision that would support transition to the workplace or college that would be more effective.

Having said that, there are a couple of points in the proposed language that I would like to see addressed differently. It has been my experience that *almost all* students, *even many on English Language plans, IEPs, and 504s*, can be successful in a blended or hybrid classroom as it is presently defined. We have rarely ever exempted a student from enrollment and participation in our learning management system, and in those cases the students had severely learning impairments. However we have found that while fully online courses are a wonderful choice for many students, the number of kids who struggle or are unable to be successful is higher. Forcing all students to take a fully online course, and only allowing an alternate after a failure, is not an approach that I can support.

If the requirement were that all students (with exceptions for IEP/504/ELP students based on their learning plans) take two online blended or hybrid courses, the students success rates would be quite high AND the requirement would lead to increased skills and quality of instruction from secondary teachers statewide—if the training and resources to put their course resources and assessments online were provided. This would be a huge positive impact on the quality of education Idaho students receive, and amp up teacher skills to align instructional delivery more closely to the world we live in. I certainly think online courses (asynchronous, 80% or more online) should be available to every 7th-12th grade student and encouraged for all, especially college-bound students. But there is a small portion of general education students and most of our special needs students for whom these online classes are a mismatch in learning styles and capabilities. Waiting for a student to fail a course we know is inappropriate to meeting his/her needs, before offering an alternative, is not a proactive way to foster student success.

Sincerely,

Deb

Deb Pence
Secondary Principal, Grades 7-12
Idaho Distance Education Academy

[REDACTED]

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Post Falls, ID 83854



Notice: The information contained in this e-mail from the Idaho Distance Education Academy may be privileged, confidential, or otherwise protected from disclosure. Persons who share such information with unauthorized individuals may face penalties under state and federal law. If you are not the intended recipient, please be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify the sender and delete the copy you received.

Nava pa

Testimony to the State Board of Education August 18, 2011

Members of the board, I'm Penni Cyr, president of the Idaho Education Association. Before taking this position on August 1st, I taught 28 years in the Moscow, Idaho, schools. Most recently, I was a teacher and media specialist at Moscow High School. My background also includes teaching computer skills. Like most Idaho educators, I recognize the value of technology and online education, but our members – who represent the majority of Idaho's classroom teachers and many paraprofessionals – have serious reservations about several aspects of the proposed rule changes to IDPA 08.02.03 as they relate to online credit requirements for Idaho students.

To our knowledge, this proposal will make Idaho among the first states to mandate online courses for high school graduation. There is no question that our students need to be able to learn in an online environment. But in 2011, most Idaho educators and students are already implementing online learning without a mandate, and others are joining in every year.

That doesn't mean students automatically know how to learn effectively and safely. We understand that at your June 29 subcommittee meeting, there was universal agreement that an Internet safety and digital citizenship class would benefit all students, but that there was no consensus on how or when to offer it. We ask you to revisit this very good idea. If Idaho students had access to a blended digital citizenship/Internet safety course, it would serve the dual purpose of being sure that students know how to effectively learn online while giving them the skills for how to be safe, smart, and civil on the Internet. This is the sort of practical reform on which most Idahoans can agree!

We have several questions about definitions for asynchronous courses. For one, we are concerned about the rule stating, in part, that "asynchronous courses do not prohibit the use of a paraprofessional or staff member other than the teacher of record being present at the physical location where instruction takes place such as a schools computer lab." The technology task force has heard from experts in Maine and Oregon who say that instead of reducing the need for qualified teachers in the room, technology makes teachers more important than

ever. What research do you have regarding student learning when certified teachers are replaced with paraprofessionals, and will you share that research?

A common complaint from Idaho students who have taken asynchronous classes is the lack of timely feedback or help from instructors. What is the plan for assuring that students who need additional help have timely access to a certified teacher with content expertise?

The proposed rules also seem to show preferential treatment for asynchronous credits, allowing options for students who take and fail to pass an asynchronous online course. There do not appear to be options like this for students who take and fail a synchronous online course. What happens if a student fails a synchronous online course?

For that matter, why did the board determine that students need to take both an asynchronous and a synchronous online course? Does research show one form to be superior to the other? Is one more effective for high-school aged learners than the other? Where is the research to support this decision?

Rule 007.11 includes definitions for Blended Course, Flex Model, Online Lab Model, and Rotation Model. They are needlessly confusing, and school leaders now have many questions about how the various models and the origin points of classes will affect their funding. As I already mentioned, Idaho educators are already creating blended classes without mandates. This proposed rule seems unnecessarily restrictive and prescriptive, limits local control and stifles educators' creativity and expertise to design classes that meet curriculum standards.

We are pleased that the state board listened to Idahoans and severely limited the proposed number of online credits to two from the eight originally proposed last winter. However, we are disappointed that the board chose not to schedule a public hearing for this important proposal in our state's two largest districts. If you had, you might have heard from students and parents who strongly oppose the idea of being forced to choose an online course if it will mean missing a class taught by an award-winning teacher.

A final point: Now that the proposed online course requirement is for two credits, doesn't that lessen if not eliminate the immediate need for expensive one-on-one mobile computing devices that will so seriously affect school budgets starting next year? If Idaho must mandate two online credits, couldn't students complete them (as many students do now) on a home computer or in a school computer lab? One-on-one mobile computing presents many exciting opportunities for Idaho students, but local districts should be free – as they were in Canby, Oregon, -- to determine the pace of implementing these programs and purchases. The one-on-one requirements will squelch local control as districts scramble to stretch scarce dollars while meeting the demands of these new mandates.

Time doesn't allow us to go into additional points raised by these proposals, but we hope you will consider our comments and others you're hearing around the state as you finalize the proposed rules. Thank you for providing us with the opportunity to express our evaluation of these proposals.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Nampa

Remarks to ISBOE on 2 Online Course Requirement

Aug. 16, 2011

By Travis Manning

My name is Travis Manning and I am a parent, as well as an English teacher from Vallivue High School. I've read the proposal before us regarding Idaho high school students taking 2 online classes and I am here to comment.

I would first like to say that online learning will really turn some students onto learning. There are numerous models for online learning, and depending on a student's learning style, they may find some online learning to be engaging and rewarding.

As a teacher that has begun to look at the research behind the effectiveness of online courses, however, I find a number of red flags. My recommendation: I think we need to strongly consider making the 2 online courses an optional requirement here in the state of Idaho.

As a parent, this potential recommendation from the State Board to the Idaho legislature, if approved, takes away my choice as a parent. Depending on where my children are academically when they reach high school (they haven't yet entered the school system as they are young), I may or may not find it feasible or desirable for them to engage in online learning, especially in an 'asynchronous' class.

I currently teach Tier 2 English students as part of our RTI model at my high school. These are students that may have an Individualized Education Plan, they may be on a 504 Plan because of another emotional, physical, or psychological difficulty. Students may be ELD students whose skills are not quite there for the general education classroom. It is a big jump for minority students who enter our classrooms to learn an entirely new, second language. And not just to learn basic communication in English, but to learn an academically proficient knowledge of English.

Online learning is text heavy. It is dense reading. Forcing students who have lower academic reading skills to engage in online learning, without little or no academic support, is simply not feasible. Now, I am aware that you cite the Idaho Special Education Manual in this proposal, and I presume students with disabilities would have alternate options. But I think there is a lot of gray area in this proposal.

I teach at a Title I school. We have a 30% mobility rate. We have low income kids. I have many homeless students and migrant students. I have students who do not have computers or internet at their home because of their socio-economic situation. And there are dozens of

schools across Idaho like mine. By forcing every single Idaho student to take 2 online courses, especially asynchronous classes, we do our students an academic disservice.

Not to mention that kids who do choose to take online classes, many high school students are not disciplined enough to take an asynchronous online class. This is a sad but true reality. I would say that perhaps a majority of high school students lack the self-discipline and personal work ethic to effectively complete an asynchronous course. We are setting many kids up for failure if we require this statewide.

FRIEND

I have a friend who currently teaches online. So these comments are based on his experience. He would speak to you now, but he fears losing his job if he does. As an online teacher last year, he taught nearly 30 different classes. At one point last year, he had over 300 different students. He barely knew the curriculum for these 28 different classes. When a student did have a question, it took him a few minutes to look up the class, the module, and the particular assignment. He often found that kids would have the same or similar questions about things they were learning, but he found that he had to repeat himself 5 or 6 or more times in emails or phone calls to students. For a 5-minute email or phone call to one student, he found he had to repeat that response, so wasted 10 or 15 or 20 minutes having to repeat instruction. Was this effective use of his time? Had he been in a traditional brick and mortar school, he could have answered the question just once, perhaps twice, read the body language of the student, and probably helped out more kids in a more efficient manner. This friend of mine also says there is a huge problem with failure rates of online classes, a fact that tends to get overlooked.

QUESTION

I would ask the State Board, have you looked at any unbiased studies that compare the failure rate of online classes with regular brick and mortar classes? I say unbiased studies, because there are studies out there funded by organizations that choose certain researchers or organizations to perform their so called "study" because they know exactly what it will say when it is written. The point is: Have you looked at unbiased, peer-reviewed research that compares the failure rates of online classes with traditional classes?

The studies my friend have read show that failure rates are higher for online classes versus regular classes—AND these students 'chose' to take the online classes. If this new policy you are considering to adopt, is adopted, Idaho students will be **forced** to take online classes, and one can only imagine that the failure rate will continue to be very, very problematic. And who pays for a student to re-take a flunked online class? The State Constitution mandates that we

have a free and thorough public education. Does free mean funding the retaking of online classes? I know the Technology Task Force is dealing with some of these questions.

The online company he worked for could care less about the quality of the instruction or whether or not a student completed a class or not, because for this particular company, education was more about making profit and not about guaranteeing that a student received a top-notch educational experience. My friend found that the richness and quality of the online teaching and learning experience was exasperated by the separation of the student and teacher. My friend found that students often do not ask for help when they probably should ask for help.

How do we hold online teachers accountable? What if an instructor is slow to respond to student questions? What if a simple question that could be clarified with a phone call or email doesn't happen for a few days or a week? For a so-so teacher performance, will a school district really "fire" an online content provider, even if they're really, really cheap? I don't think so. There are only 'X' number of vendors out there. You fire a couple of them, who is left in the marketplace to fill the void? Really.

UTAH STATE

Utah State University has a history of delivering instruction through various online teaching models. A couple weeks ago, I talked with Dr. Robert Wagner, director of their Distance Learning Program. He said that Utah State University has learned that a hybrid class worked best. Utah State learned that students needed a certain amount of direct interaction with a teacher in real time in order to best learn the material. Did many of their students do well with the asynchronous do well? Yes. But even more of their students struggled with classes where they never interacted with their teacher and classmates in real time.

Communicating through email and message boards sounds nifty and trendy. But it should only be one of many modes of interaction between a teacher and student.

LAST CONCERN

And my last concern. Too often, I believe some students will choose online classes because they will be easier than the traditional class. The fact of life is that the majority will take the easiest way to get something done. Adults do the same thing. I remember in college having conversations comparing professors who taught the same course, and the fact of who was easier or harder did come up. Requiring online classes will have numerous unintended consequences on the education system here in Idaho.

SAVING MONEY

This proposal seems more about saving money. On the surface, one could argue that online education is a “more efficient” model. Teachers spend less time prepping, and more time engaging with students. The reality of the matter: teachers spend more time grading, and less quality time engaging with students. Online education is not as bad as it sounds, is the message I’m wondering about. But it has its serious flaws.

What is driving the decision for 2 online credits? Is it in an effort to save money? Is that what is driving this? The claim that students need to take online courses, because they do in college, only works for some kids. Let’s do what works for ALL kids in the state of Idaho by changing the requirement and making 2 online classes optional.

Thank you.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Debie Wilson [REDACTED]
Sent: Friday, August 19, 2011 8:05 AM
To: Tracie L. Bent
Subject: Proposed online courses

Dear Tracie Bent,

I want to voice my support for the online courses. I feel that utilizing the internet for education is the future. It allows unlimited students access to one classroom, instead of physically getting each and every student to a classroom. It is more than "cost effective" for the state to move in that direction. Technology is rapidly advancing and Idaho needs to stay up with it or we risk falling behind. I support Mr. Luna's attempt to move us in a forward direction. The State of Idaho needs to cut the fat that is found everywhere and not just concentrate on firing the teachers. We will have a reduction in teachers, through retirement, transfers, etc. If we are smart, we can utilize the best teachers for the future of Idaho.

Thanks for listening and considering my opinion.

Debie Wilson

Eagle, Idaho

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Donald Angell [REDACTED]
Sent: Friday, August 19, 2011 10:31 AM
To: Tracie L. Bent
Subject: Online Course Mandate

State Board of Education

My name is Donald H. Angell. I am a professional engineer with a Bachelors Degree and Masters Degree in engineering. I wish to provide comments on the proposed "Online Course Mandate" for high school graduation.

I feel it makes no difference if there is one, two, or three online courses required for graduation. The most important thing is that there is a qualified instructor present in the classroom providing support for students that may need additional help with the online class work. There is no doubt that some students will thrive in an online environment while other will struggle. With an instructor in the classroom providing educational help the opportunity for success will be enhanced for all students.

There is also the issue of homework for online classes. There needs to be adequate time given during the school day for students to complete homework assignments in the classroom with the computer to accommodate those students that do not have access to an online computer at home.

It is important that this online education experience in Idaho is a success so that our young adults have every opportunity for expanding their education and ability to work in our high tech environment. I hope the Board of Education will move forward with a plan that includes in-classroom instruction for online class work.

Thank you for the opportunity to provide my comments.

Donald H. Angell

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Julie Ketchum [REDACTED]
Sent: Monday, August 08, 2011 10:56 AM
To: Tracie L. Bent
Subject: online classes

Tracie,

I am NOT in favor of forcing teens to take online classes.

First of all, everyone does not have access to the Internet at home and a this would place an undue burden on those people. Secondly, taking classes on line can never replace working directly with a teacher. The exchange with real human beings--including fellow students--is missing from the on line format. Thirdly, there seems to be a conflict of interest between the provider of the on line classes and the contractor--that is, the State of Idaho. We should not be spending our tax dollars in this way.

Thank you for your attention.

Julie Ketchum
[REDACTED]

Moscow

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: [REDACTED]
Sent: Monday, August 22, 2011 10:26 PM
To: Tracie L. Bent
Subject: Online Course Requirements

Dear Tracie,

I am the parent of four children who attend and will attend Idaho's public education system.

I am strongly against mandating any amount of online courses for our high school students. I am supportive of offering such courses at the high school level. I am not a teacher, but have experienced as an Idaho student and as an Idaho parent the importance of teachers. There is nothing more important than the teacher in Idaho's public education system. Technology/online courses should be used as a supplement to the public education system, when the state can afford them. To replace the teacher with technology/online courses is most certainly not for the benefit of Idaho students, but rather to benefit the entities who are selling the technology and those who enjoy their support.

I am strongly against the Board of Education creating more stringent rules than the law passed by our legislature. Idaho has local school boards who are elected to review school administrators' decisions on matters such as these. What constitutes an online course under the law should be decided by each local board based on the needs and circumstances of each district. The Board of Education should not implement rules that are different than the law passed by our elected legislators.

Thank you,

Lori Dingel
Boise, Idaho

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Steve Rayborn [REDACTED]
Sent: Tuesday, August 23, 2011 2:39 PM
To: Tracie L. Bent
Subject: Online Classes Requirements

I appreciate you accepting my comments regarding the above subject matter.

If the online learning experience is going to be a requirement at the secondary level, and is going to be two required online courses, then require one course to be taken in the junior year and one course to be taken during the senior year of high school.

Allow the course taken to be of any available and recognized subject allowed in the district acceptable for graduation credit; core academic or elective.

Allow the course to be either synchronous or asynchronous based on availability to the district.

If this online requirement is truly a requirement for student graduation from secondary school, do NOT immediately create a work around when we see the anticipated failure rate among students actually occur in Idaho. We are walking into this with our eyes wide open and we have read the statistics for pass/failure involving online classes and secondary students. Ensure the number of online classes is proper before moving forward with a decision.

Online learning is a good experience for students at the secondary level, just not too much of it should occur. the typical secondary student is not mature enough or organized enough to do the necessary planning to be overly successful in an online learning environment, especially an asynchronous one.

Thank you.

Steve Rayborn

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Suketu Gandhi [REDACTED]
Sent: Saturday, August 20, 2011 9:41 AM
To: Tracie L. Bent
Subject: Comments on Online High School Graduation Requirements

Ms. Bent,

I would like to make comments on the Online High School Graduation Requirements. I hope that these comments are accepted. My comments are below:

Suketu Gandhi

105 (i): High School Graduation Requirements/Online Learning Requirements:

Forcing students to take online course where the instructions are delivered only through technology (i.e., computer) are harmful to students. In regular classroom, students learn from the lessons taught by teachers, and through the discussions/questions that are asked by students. This aspect of teaching goes missing from the online learning. I want to make it clear that I am not against online/internet. However, I am against students forced to take courses online, which is different from taking it voluntary.

Every students must learn how to think critically, reason well, learn how to ask the right questions. To do this, students must be exposed to other views, on variety of topics. No topic is immune from controversy, learning in depth, or not so well reasoning. This is certainly true in classroom learning, as well in real life.

Regular classroom with teachers/students present provides every student an opportunity to become critical thinker. To provide concrete examples of critical thinking, one common question asked is who was the first president of US. The expected answer is George Washington. However, an alert student would realize that US became independent in 1776, and Washington took office of the president in 1789. Did US have presidents during this time? If so, who? Shouldn't president Hanson be accorded the title of the first president?

Critical thinking is not exclusively for this topic. There are numerous topics in social studies (i.e., history, geography), mathematics, English, science and foreign language require intense questioning to better understand the lessons. Having 100% instructions online makes students learn specific facts (for social studies), procedures (mathematics), memorizing specific results (science). They do not instill critical thinking skills. Critical thinking skills come from engagement, listening to thoughtful questions, and understanding comments and controversies.

Online instructions does not allow students to have spontaneous discussions. The studies made available by the State Department of Education fail to address these concerns. When students are in an online course, their mindset is fixed. They know the limitations of online classroom. There is no opportunity to learn from listening to questions, or comments. Thus, online learning requirement must not be part of the high school graduation requirement.

As far as blended instruction is concerned, where students learn things from computer, and through formal classroom instructions, it is the best approach for certain courses. For example, when students learn foreign language, they need to ensure that they use right words for situation. While students may practice this in classroom, doing exercises online provides instant response so that students may better understand their answers, or why their answers are incorrect. Similarly, students can listen to people talking in video watched online. They learn how to listen. This helps strengthen their language skills.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

In blended courses that has online component, some students can learn advanced topics not covered in the classroom, or refresh their memory. Examples of these topics are math tricks (normally covered in grades 1-6), special theory of relativity for Physics (i.e., Minkowski's formulation of rotation of time-coordinate system about a purely imaginary angle), systematic approach to identifying all of the possibilities. In social studies, students may learn specific topics (e.g., type of decisions and the circumstances that are confronted by political leaders). Blended instructions allows students to interact in classroom (through listening to questions, or comments).

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: Helen Pline on behalf of SBE Board
Sent: Tuesday, August 23, 2011 8:48 AM
To: Tracie L. Bent
Subject: FW: Online Graduation Credit Requirement

Forwarding from Board email.....

From: Rosie Brown [REDACTED]
Sent: Thursday, August 18, 2011 5:59 PM
To: SBE Board
Subject: Online Graduation Credit Requirement

Dear Members of the Board,

As a future educator, I have been closely watching the debate over the online graduation credit requirement. I grew up in Boise most of my life and graduated from Borah High School in 2009. I am currently attending Western Oregon University, which has a nationally accredited teacher preparation program. I plan on graduating with a Master of Arts in Teaching and becoming a high school math teacher. When I first enrolled at WOU, I had hoped to return to Boise and teach in the Treasure Valley area. Because of this desire, the online graduation credit requirement is something I feel very strongly about.

I believe it is in the best interest of the students to not pass this requirement. As somebody who has studied math, I know how difficult it can be to grasp every concept, and can only imagine how much more difficult it is for students who find math extremely challenging. I strongly believe that math is a subject that can't be taught online. Students often need one on one help from their teachers and even more often need concepts shown to them before they are fully understood. This would be extremely difficult to do using simply computers. I understand that math is not the only subject that can be taught online, but the argument for teaching math only in a classroom setting can be used for almost every other subject. While in high school, I encountered many students taking Physical Education online, and it was seen as a joke among my fellow students. Some could argue that classes such as English or foreign language could be taught online easily, however taking classes online eliminates the use of classroom discussion. Because of this, concepts in English wouldn't be learned as well as they could be, and conversational foreign language would be completely disregarded.

I understand the desire to better our education system. I have seen many of the problems facing our system first hand. However, it is my strong belief that online graduation credit requirements are not the best way to give students a better education. I have always felt that American students need to stop being compared to students in other countries, namely China. American students are creative and willing to take risks. These values should be praised, not put down by forcing students to conform to what politicians feel would compete well with other countries. I don't think I could return to the Treasure Valley as a teacher knowing this requirement is in place.

Thank you for your time,

Rosie Brown
[REDACTED]

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Rose Regner [REDACTED]
Sent: Thursday, August 18, 2011 9:36 PM
To: Tracie L. Bent
Subject: online class requirement testimony

Tracie,

I was not able to attend the meeting today in Nampa due to the location of the meeting. My husband and I run an education development company and we develop e-Learning and instructor led materials for large corporations, mainly out of State. Some of our clients are Comcast, Coca Cola and Pearson Learning. We REALLY understand online learning and we have 2 boys, one entering 10th grade and one entering 6th grade. Our eldest son is gifted and gets straight A's in school, he struggles with online learning as well as our youngest son. When they have had to take online classes it takes a tremendous amount of someone's time to teach them in addition to the online content. Unfortunately most e-Learning is poorly done and does not accommodate various e-Learning styles, this is from our professional experience. It is VERY costly to properly develop e-Learning and this effort is severely lacking at every educational level. I find it ludicrous that the State will require my youngest son to excel in poorly executed online learning when my eldest gift son would struggle to excel.

I would like to see ALL of the people making this decision be required to take and pass 4 online courses before they are allowed to vote on this measure.

Rosemary Regner, PE, CLVS
President, R Squared Digital Media, Inc
The Fusion of Art and Engineering
www.r2dm.com
1013 E Winding Creek Dr., Ste. 101
PO Box 727, Eagle, ID 83616
208-939-2532
208-939-2310 Fax
rose@r2dm.com

Why Idaho? <http://www.commerce.idaho.gov/media/media-resources/>

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Patricia St. Tourangeau [REDACTED]
Sent: Tuesday, August 23, 2011 5:37 PM
To: Tracie L. Bent
Subject: Required Online Courses

Since it's too late to protest the requirement for online classes -- I did so during the legislative session, to no avail -- I will comment that I believe asynchronous classes are the worst option possible.

In my 27 years' experience as a teacher and 16 as a parent, I have had ample opportunity to observe and work with different learning styles in children. While online courses can be valuable for some students, others will miss the classroom interaction and the direction of a teacher in the same room. This is not about moving into the 21st century; our students, and many (if not most) of our teachers already inhabit a world surrounded by technology. School is not the least technology-driven part of the day. Grades and assignments are online; databases and other online sources are used routinely for research; videos are embedded into PowerPoints for student projects; and teachers communicate with students using Wikis and other resources.

However, it is the direct communication between teacher & student that can make the difference. Thus blended courses are highly preferable to asynchronous classes if one must "require" all students to take online classes. This means that the support structure needed by many students, many learning styles, will be in place.

Thank you for giving me this opportunity for input.

Patricia St. Tourangeau
[REDACTED]
Boise, ID 83714

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Leonard Garrison [REDACTED]
Sent: Friday, August 05, 2011 10:38 AM
To: Tracie L. Bent
Subject: Requirement for Online Learning

Dear Tracie Bent,

I would like to object to the proposal that the State Board of Education is forwarding to the state legislature requiring all Idaho high school students to earn two hours of credit in online learning. Online classes are inappropriate and ineffective for young learners, who need face-to-face contact with teachers. I serve on the academic appeals committee at the University of Idaho and have read countless letters from students who have struggled to learn online, and the problem is more acute with younger students. Our children are already spending too much time online when they should be interacting with real people. We are raising a generation of socially inept people.

Thank you.

Sincerely,
Leonard Garrison
Moscow, ID

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: Kearney, Robert [REDACTED]
Sent: Friday, August 19, 2011 1:07 PM
To: Tracie L. Bent
Subject: online courses
Attachments: SBOE.doc

To: Traci Bent tracie.bent@osbe.idaho.gov

I was unable to attend to attend the August 16 Moscow meeting concerning the recent state mandate requiring two credits of online courses before graduating, starting with the class of 2016. I do have some comments.

K-12 online courses:

Background: I am a retired Physics Professor and Chair from the University of Idaho. In the 1990s I was PI for a State Board of Education project to develop online courses at the University level designed and delivered through the University of Idaho, Idaho State University, and Boise State University. A number of content courses were structured and delivered; I like to think they helped in the further online course development at the universities. Since then I have been involved with a number of K-12 projects involving online courses for both educators and high school students. For example, I was PI for a large five year national Technology Innovative Challenge Grant that had 24 school districts across 8 states. I also worked on a Teaching American History project, across three states and a variety of other programs, each of which had a strong online component.

Comments:

1. Online courses, with discussion groups, and a variety of learning structures...Problem Based Learning assignments with public postings and discussions, etc... can be a wonderful teaching tool for the committed learners.
2. High School students need a local coordinator who is familiar with the course. Use a video link to have a regional course coordinator interact "live" often with the local coordinator and students.
3. Get the best "content dump" materials you can find and make it available at the local level. There are a number of master teachers who are also content experts in Idaho and nationally. Do the same for regional coordinators (preferably Idaho teachers) who will monitor the discussion groups, online assignments, and provide student feedback.

Technology assisted learning has changed the face of public education both for people in the K-12 system and for lifelong learners. It continues to change at a rapid pace. Don't get wedded to a particular method for too long. Offer a choice of online formats and courses. Do get the local Idaho teachers involved. These I believe are key to success.

Here are some further comments to consider.

Recently Stanford University made their intro course on AI available free to anyone, including high school level students, in the nation. There are two professors in charge and they now have an enrollment of 58,000. It is set to be delivered this fall. Keep an eye on this offering. Ref: http://www.nytimes.com/2011/08/16/science/16stanford.html?_r=1&nl=todaysheadlines&emc=th23

I have started to watch courses on DVD, structured for learners at www.thegreatcourses.com. They are truly great courses. If you are not familiar with them, try one out on a subject you are interested in. I recently was very pleased with Cosmology: The History and Nature of our Universe and have started on Understanding the World's Greatest Structures. They both have outstanding content delivered in a most engaging manner. The company has special pricing for students at college level and I suspect would be interested in the same for 9-12 students. I think this format of DVD content delivery coupled with an online structure as in my comments 1 – 3 above would make a very good course and learning experience for students.

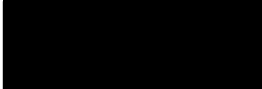
Master teachers in content can be identified through a number of programs. The NSTA and GLOBE programs come immediately to mind. I am familiar with both these organizations and I suspect each would be more than willing to discuss any details. They both have rich science and social content.

I hope my comments will be helpful.

Bob Kearney
[REDACTED]

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Moscow Idaho, 83843



PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

To: Traci Bent tracie.bent@osbe.idaho.gov

I was unable to attend to attend the August 16 Moscow meeting concerning the recent state mandate requiring two credits of online courses before graduating, starting with the class of 2016. I do have some comments.

K-12 online courses:

Background: I am a retired Physics Professor and Chair from the University of Idaho. In the 1990s I was PI for a State Board of Education project to develop online courses at the University level designed and delivered through the University of Idaho, Idaho State University, and Boise State University. A number of content courses were structured and delivered; I like to think they helped in the further online course development at the universities. Since then I have been involved with a number of K-12 projects involving online courses for both educators and high school students. For example, I was PI for a large five year national Technology Innovative Challenge Grant that had 24 school districts across 8 states. I also worked on a Teaching American History project, across three states and a variety of other programs, each of which had a strong online component.

Comments:

1. Online courses, with discussion groups, and a variety of learning structures...Problem Based Learning assignments with public postings and discussions, etc... can be a wonderful teaching tool for the committed learners.
2. High School students need a local coordinator who is familiar with the course. Use a video link to have a regional course coordinator interact "live" often with the local coordinator and students.
3. Get the best "content dump" materials you can find and make it available at the local level. There are a number of master teachers who are also content experts in Idaho and nationally. Do the same for regional coordinators (preferably Idaho teachers) who will monitor the discussion groups, online assignments, and provide student feedback.

Technology assisted learning has changed the face of public education both for people in the K-12 system and for lifelong learners. It continues to change at a rapid pace. Don't get wedded to a particular method for too long. Offer a choice of online formats and courses. Do get the local Idaho teachers involved. These I believe are key to success.

Here are some further comments to consider.

Recently Stanford University made their intro course on AI available free to anyone, including high school level students, in the nation. There are two professors in charge and they now have an enrollment of 58,000. It is set to be delivered this fall. Keep an eye on this offering. Ref:

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

http://www.nytimes.com/2011/08/16/science/16stanford.html?_r=1&nl=todaysheadlines&emc=tha23

I have started to watch courses on DVD, structured for learners at www.thegreatcourses.com. They are truly great courses. If you are not familiar with them, try one out on a subject you are interested in. I recently was very pleased with Cosmology: The History and Nature of our Universe and have started on Understanding the World's Greatest Structures. They both have outstanding content delivered in a most engaging manner. The company has special pricing for students at college level and I suspect would be interested in the same for 9-12 students. I think this format of DVD content delivery coupled with an online structure as in my comments 1 – 3 above would make a very good course and learning experience for students.

Master teachers in content can be identified through a number of programs. The NSTA and GLOBE programs come immediately to mind. I am familiar with both these organizations and I suspect each would be more than willing to discuss any details. They both have rich science and social content.

I hope my comments will be helpful.

Bob Kearney

[REDACTED]

Moscow Idaho, 83843

[REDACTED]

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: james ledoux [jledoux68@gmail.com]
Sent: Friday, August 19, 2011 11:05 PM
To: Tracie L. Bent
Subject: Mandated Classes

Has the task force considered that online classes on students' transcripts maybe detrimental to getting into high quality universities? It does already and will for our future children. I know this only affects a small portion of the population of students, but they are our best and brightest. I still don't understand the mandate and its purpose (other than to provide financial support for "for-profit" companies that financially support Idaho politicians).

Really, who benefits and who is hurt by this mandate?

Online classes should be an option for those who need it, not a mandate that will cripple those who wish to go on to do greater things from and for our state.

(I doubt this e-mail/concern will be worth considering when the decision has already been made and the mandate determined, but my hope is to appeal to those who might really see beyond the politics--of which I have no party affiliation.)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: Jforndorff@aol.com
Sent: Monday, August 22, 2011 4:37 PM
To: Tracie L. Bent
Cc: akfr1151@msn.com
Subject: Online Course Requirements

Dear Tracie,

I have found two portions of the law that relate to the state board's proposed rules. The first part states, "...the term 'online course' means a course which delivers a sequential program of synchronous and/or asynchronous instruction primarily through the use of technology, in which the instructor is not physically located at the school or place in which the student is receiving instruction. Nothing in this definition shall prohibit a blended course that includes face-to-face, in person instruction, provided that a **majority** of the instruction is delivered as stated herein."

The proposed rule defines an online course as, "A course in which **at least 80%** of the course content is delivered over the Internet or through the use of technology. An online course may be a synchronous or asynchronous. Online teachers may perform the course work from an alternate location while a paraprofessional or other school staff member supervises students in a computer lab environment."

Why is the proposed rule definition so different than the law? If students are required by law to take two online courses, shouldn't the definition of online courses in state board rule fit all of the types of online courses that satisfy the law? (A blended course requires between **51% and 79% use of technology**.)

A different section of the law states, "The state board of education shall promulgate rules to implement the provisions of this section, including a requirement for online courses needed for graduation beginning with the graduating class of 2016, and the **development of digital citizenship standards** for students to which this graduation requirement applies." The piece that seems to be missing is the digital citizenship standards. What is it that the state is trying to accomplish with these proposed rule changes?

Thanks for your patience with my attempt to understand these portions of the proposed rule changes.

Sincerely,
Janet Orndorff, Trustee
Boise School District

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Charles Ward [pcdakward@clearwire.net]
Sent: Thursday, August 18, 2011 8:37 PM
To: Tracie L. Bent
Subject: on line classes

To Whom It May Concern:

Respectfully, I am hoping this input will go "to whomever may really listen", no disrespect meant, but much frustration over the process that this mandate has gone through.

The Idaho Statesman reported that Mr. Browning said, "Zero is not an option." It should be if that's what parents decide they want for their children. I absolutely am not interested in my kids taking on line classes. We have been there and done that and it did not work for our son who took an online class. He is not special ed, just a normal, everyday kid trying to graduate from high school. If "we" truly are into choice, which I have heard said more than once, then don't make it choice when "we" say you can have choice but not when "we" don't want you to have choice.

The State of Idaho, or whoever is deciding what is best for our kids, (Hmm....sounds like the legislature/Governor is in control of its citizens'??) must realize that you can't put 2 or 5 or 10 or 30 kids in a room with computers and think they're going to just sit there and do all their lessons like they are supposed to do. There will have to be an adult, paid employee who can handle kids, and even better than that, one who can help kids, in the room. What? Put a teacher in the room with kids? Yep. It all comes back to the teacher in the front of the room. I am not supportive of asynchronous on line classes being mandated...choice...yes, mandated, no.

Would I put my kids in on line classes? Absolutely not. Should my neighbor be able to do so? Absolutely yes. Choice.

- 1- Parents should be given the option for their kids to take on line classes, but not forced.
- 2- Asynchronous classes should be an option, not a mandate.
- 3- All schools should have on line options available.
- 4- The government needs to get out of the business of micromanaging our State.

Respectfully,

Charles Ward
564 War Eagle Way
Nampa, ID

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Nilsson, Eric Eugene [nilsson@wsu.edu]
Sent: Tuesday, August 23, 2011 9:27 AM
To: Tracie L. Bent
Subject: State Board of Education Online Course Requirements

Re: State Board of Education Online Course Requirements for high school students.

There are many different learning styles. There is a proportion of students that so not do well in a traditional classroom setting. However, there is an even larger proportion of students that do poorly in an on-line course setting. This on-line course requirement will guarantee that more students fail.

Please do not require on-line courses.

Thank you,

Eric Nilsson
3110 Darby Road
Moscow, ID 83843

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Jan Sylvester
1775 E. Summerheights Drive
Meridian, ID 83646
(2080) 890-2291
jansyl@live.com

August 22, 2011

Comments and Questions on: IDAPA 08.02.03 RULES GOVERNING THOROUGHNESS

Digital citizenship standards:

The “**NOTICE OF INTENT TO PROMULGATE RULES - NEGOTIATED RULEMAKING**” states that the rules will “define additional digital citizenship standards”. The draft rules on the Board of Education website did not contain any information about digital citizenship standards.

Page 9

Section:

105.01.i. Online Learning Requirement-

Comment: This section pertains to credit requirements which are listed back in 105.01 Credit Requirements. Also, it says the second credit may be “an online or blended course credit”, but on page 3 blended courses are defined as online courses. If only one credit will be from an asynchronous online course then why is information about the second credit listed?

Page 9

Section:

105.01.i. (There are two i's on this page, is that a typo?)

Comment: This section describes proficiency in an asynchronous online course. It is not listed under proficiency. The proficiency requirement is only for the technology content standards, not for the course content standards. Is there any requirement for academic proficiency and performance?
Also, districts or LEA's already have the ability to define and approve content standards (105.01.b Mastery.) Why is there a requirement to submit plans to the State Board of Education?

105.01.i.1.c.

Comment: A student must be enrolled in the fall semester of the junior year prior to entering an alternate measure. Why is fall of the junior year selected? If a student fails an asynchronous course in their freshman year they would have to wait a few semesters to be eligible for the alternate measure. The lapse of time may lead to less success.

105.01.i.2.b.

Comment: Alternate plans must be aligned at a minimum to Idaho technology content standards. Where are the Idaho technology content standards? Are they what is referred to in as the Information and Communication Technology Content Standards on pages 2-3 004.01.j?

105.01.i.2.c

Comment: The punctuation is missing at the end of this entry.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Are there any situations when a student would not have to take an online course? Or do exemptions only apply after a course has been taken and the student has failed to earn the credit?

Page 3

007.08. Asynchronous course

Comment: This definition is not limited to an online course. Is that the intent?

It also says the teacher is not in the classroom with the student during instructional periods – does this mean that asynchronous courses must be taken in a classroom?

The description about allowing paraprofessionals or staff members to be present at the physical location where instruction takes place is not needed. And, is there any penalty in the event that the teacher of record appears at the physical location where the student might be doing course work?

Page 3

007.11. Blended Course.

Comment: A blended course is described as having between 51% and 79% of the course content delivered through the use of instruction. What is meant by the use of instruction? Does a blended course qualify as an Online course (page 5 008.08) as that definition says at least 80% of the course content has to be delivered over the Internet or through the use of technology.

007.11.a. Flex Model.

Comment: What is an online platform? Is there an online teacher with this model? Is not clear.

007.11.b. Online Lab Model.

Comment: Is there any teacher for this model?

007.11.c. Rotation Model.

Comment: This description has the students either “learning online in a self-paced environment” or “sitting in a classroom with a traditional face-to-face teacher”. Do students simply sit in a classroom with a traditional face-to-face teacher? Or, are they learning in a classroom with a traditional face-to-face teacher?

Page 5

008.08. Online course.

Comment: “An online course may be a synchronous or asynchronous.” What does this mean? Is the “a” a typo? This definition says online teachers may perform the course work from an alternate location. This contradicts 007.08. page 3 where an asynchronous course is defined as one where the teacher is not in the classroom.

Page 5

008.09. Online learning.

Comment: This defines online learning as education in which the majority of the course content is delivered online or through the use of technology. Blended courses qualify as online learning as it is defined in this section. The definition for Online course (008.08. page 5) requires 80%.

“Hybrid course” and “ fully online course” models are referred to, but they are not defined.

The definition for Online course says the course content can be delivered over the Internet or through the use of technology, however, the definition for Online learning eliminates several types of education programs delivered through the use of technology unless the programs include a significant internet-based instructional component. There is no definition of “significant” for the purpose of these programs.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

"All online learning must meet the Idaho content standards." Are there any Idaho content standards for online learning?

008.10. Online teacher (instructor).

Comment: Teacher of record should be defined instead of Online teacher.

How is it determined whether or not the primary instruction for an online course has been provided by the teacher of record?

Page 7

008.27. Synchronous course.

Comment: Does this definition apply to online courses? Is "May be applied to both traditional and technology based courses," a complete sentence?

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Bjowens786 [bjowens786@aol.com]
Sent: Friday, August 19, 2011 7:14 PM
To: Tracie L. Bent
Subject: Comments on proposed on-line classes

OSBE,

This letter is in regards to the development of requirements for on-line or distance learning classes for Idaho students. I am a parent, and have some knowledge and experience with this type of instruction. There are two points I would like you to consider as you move towards implementation of these requirements: 1) the need for program flexibility, and 2) the need for program accountability.

As to the first element, there are studies out there that describe the characteristics of those students that do well with the on-line type of instruction. Those characteristics include being self-motivated, having high levels of skills in reading/language arts, above average general intelligence, working well alone, more capable of abstract thinking/reasoning, and less concrete in terms of learning style. A significant number of students in Idaho do not have those qualities. This is not Lake Wobegone where all the students are above average. This Idaho where there is a wide range of student abilities. This program needs to have the flexibility to benefit all students – not just those at the higher end of the achievement scale.

There is the counter argument that the students would not be working alone on these classes and that could be true. But let's consider this example; a student works for X number of hours on a class on the Internet, and then work an equal number of hours on the same class with an on-site facilitator or classroom teacher on the same material. If one objectives of the program is make the educational system more efficient, the situation just described doesn't do that.

Yes there are some students that will be able to move through the system at a faster pace, but others will not. If you require every student in Idaho to meet the same standards for on-line course work, you will condemn some students to poor performance both in terms of learning the subject matter and poor grades – both of which are necessary to "Go On".

My second point deals with the accountability of the quality of on-line instruction. Just as some teachers are better than others, so too some on-line classes are better than others. I urge you to develop criteria for evaluating the various sources of on-line/distance learning courses. Say a student with a GPA of 2.2 gets an "A" in an on-line course; that might be an indicator of one element. But say another student with a GPA of 3.9 gets a "C" in an on-line course, well that might be an indicator of something else.

I don't know what that evaluation process should be, but we do need one. There needs to be a way of removing those courses that are not working. The people of Idaho should not have to pay for, and the students of Idaho should not be allowed to take, on-line courses that do not do the job of educating our students.

John Owens
8820 Brynwood
Boise, ID 83704

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

Tracie L. Bent

From: Chance Eckman [chanceeckman@gmail.com]
Sent: Saturday, August 06, 2011 11:01 AM
To: Tracie L. Bent
Subject: Online Credit Requirements

Dear Sirs,

I am a concerned parent that would like to comment on the proposed rule to require all students to have at least 2 credits online in order to graduate from high school. I feel that this is an unnecessary thing because most students are so familiar with being online that the whole concept of it helping them to take online classes is not a valid argument. The current education process seems to be pushing to do away with books and do everything online now. What will happen to our process in the future if we start to erode the education process with the complete use of computer driven curriculum. The average student spends time on the computer each day and if the fear is that they won't know how to use them unless we have online classes, it is an unfounded fear. Many jobs require the use of computers nowadays and this is why they are used in the schools so much. I personally don't appreciate my students being forced to be online when there is so much false statements, rhetoric, and terrible things online. I prefer them reading and thinking as opposed to sitting watching a screen and being zombies that can only be led by what they see on the screen. I feel that the traditional form of education with a face to face teacher/student relationship is not one to be put in the past. Students need the closeness and leadership that only a teacher in a classroom can give to them. Do they really need more technology in their lives?

Thank you for listening,
Chance Eckman
St. Anthony, ID.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: Beverly Fransen [b_fransen@hotmail.com]
Sent: Saturday, August 20, 2011 9:00 AM
To: Tracie L. Bent
Subject: Online Courses

Hello!

It is not the courses per se that I object to being mandated, but it is how and where the classes originate. I want the online classes to be provided by Idaho providers who are not FOR PROFIT. I am afraid that the FOR PROFITS will become high stakes holders in our education system. That money goes out of State, and we will probably not reap any of it in taxes.

Online providers must be from IDAHO!! Whether it is within the school system, colleges or IDLA--must be from IDAHO and not FOR PROFIT!!

Thank you for your time.


Beverly Fransen

☐ Don't forget the flowers!

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: Sheri & Greg Thomas [sgnjt@sunvalley.net]
Sent: Tuesday, August 23, 2011 9:32 PM
To: Tracie L. Bent
Subject: Online requirements



Dear Tracie;

I am writing to comment on the requirements for online courses. I would like to see NO requirements to take online courses. I do not feel that computers can be educators. I feel there is little room for a computer to truly understand what kind of learning is best for each student and then teach that way. If a computer could be intuitive, articulate and converse then perhaps we can think about it for the future. Right now even having a teacher monitor online courses is not giving students the feedback they need or the individual attention that each student deserves. I hope that there will never be required online courses, thanks for your time.

Sheri Thomas
101 Cochise Dr.
Hailey, ID 83333
208-639-9890
208-481-1786

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: greyghost@q.com
Sent: Saturday, August 20, 2011 11:05 AM
To: Tracie L. Bent
Subject: online education

Hi Tracie,

If the board of education wants to know more about online education I suggest you get with someone who is employed, working on computers everyday in a \$9 an hr job, 50% turnover rate in the first 8 weeks, 80% turnover in the first year. These are the jobs students are being trained to do through online in schools while politicians invest in online contributors.

I work as a call center, tech for a Boise call center as a tech for cell phones, computers, and wireless. This is an industry making billions, currently Verizon has 45,000 on strike over health care, another union, and how education has been manipulated into this network much the same as we paid for the highway/internet network? You worry every day the first few months that you will be fired!

While manufacturing, other jobs have been sent to China promoting slave labor which pays 25 cents an hr, Apple computer with record profits an example, making product Americans replaced by illegal immigrants used to make, and if you look at my resume I can prove it. Where do our representatives invest? Oil, defense, banks, pharm cos, and millionaires buy dry land at \$6K an acre because corn is \$9 bush, oil companies buying ethanol plants?

Think about that, illegal immigration promoted by politicians in exchange for campaign finance from corporate farms which get billions in farm subsidies. Read all of this and think about it. Look at all the facts I bring below, from campaign finance to infrastructure, think long and hard about it all, and get back with me.

Seriously, in our second or third week of a three week class a supervisor comes in and tells us to fake it until you make it? There is so much information in a call center as a phone tech they teach you to navigate a knowledge base/inquiry guides because you can't learn all the phones, computers, software, wireless network in three weeks, and two weeks protected shift.

When you get off protected shift you're expected to resolve each call in 850 second, not measured in minutes, you make bonus on rep resolve, first call resolution, rep resolve, average handle time, and stats making it clear fake it until you make it is the only way to make money. Americans are trained to cheat Americans while making \$9 an hr so politicians and contributors make millions and billions on US!

Do you actually believe you can come into a job like this, learn, in five weeks, know all the info you need to actually provide a solution in 850 seconds? People lie to get customers off the phone believing they problem was resolved and they get a call within minutes so customers don't have a chance to see if their phone is really fixed. Through marketing taught to use key words, resolved your issue, and position it to make people believe they have.

People buy \$400 phones, get a 14 day worry free guarantee, if their phone has a problem after 14 days they get a clnr, certified like new replacement which is nothing more than a phone sent back for a clnr sent back out? Many people go through 5, 6, 10 phones, clnr, after clnr, and our representatives are all about these call centers jobs? How can we suggest quality service from people trained to fake it until you make it, turnover rate making obvious people can't possibly learn enough to provide quality service?

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011**

The call center I work at is considered a hostile work place, unemployment office doesn't have any problem, the company like so many call centers don't even fight unemployment?
People in education don't seem to know much about America, jobs, history, math, or civics?

If teachers losing jobs, benefits, and more to online education contrinuting to the campaigns of polticians who accept money, promote contributor business, hand back billions, our tax dollar, plus tax cuts, and invest in those companies can't see how you are being manipulated out of your jobs by teaching people to use the product taking your jobs you wouldn't be somebody I'd go to for educatiuon? Making it worse these products made in China put Americans out of work, out of ins pools, health care unaffordable, we pay unemployment, polic ethe world payimng soldiers, their health care and it is peretual!

My suggestion is people in education look long and hard at what you teach and all I send here.

Watch <http://www.pbs.org/wgbh/pages/frontline/warning/view/>

Sheila Rose Towe Here are the top ten wealthiest losers in Washington.

1. Sen. John Kerry (D-Mass.): \$188.6 million
2. Rep. Darrel Issa (R-Calif.): \$160.1 million
3. Rep. Jane Harman (D-Calif.): \$152.3 million
4. Sen. Jay Rockefeller (D-W.Va.): \$83.7 million
- ...5. Rep. Michael McCaul (R-Texas): \$73.8 million
6. Sen. Mark Warner (D-Va.): \$70.2 million
7. Rep. Jared Polis (D-Colo.): \$56.5 million
8. Rep. Vern Buchanan (R-Fla.): \$53.5 million
9. Sen. Frank Lautenberg (D-N.J.): \$49.7 million
10. Sen. Diane Feinstein (D-Calif.): \$46.1 million

www.opensecrets.org shows US all the money, who gave, who received, & trillions have been made in several ways. Banks/no regulation, leading up to the current financial crisis, insurance/no health care reform & unaffordable health care, agri corruption/illegal immigration for cheap labor, jobs we used to do when they paid a living wage, \$1 an hr, I did, jobs DC polticians say Americans won't do!

Member of Congress Minimum Value of Investment Maximum Value of Investment defense/wars, received billions of our \$ from hundreds of our representatives vested in defense, millions, just a few below.

Sen. John Kerry (D-Mass) \$28,872,067 \$38,209,020
Rep. Rodney Frelinghuysen (R-NJ) \$12,081,050 \$49,140,000
Rep. Robin Hayes (R-NC) \$9,232,037 \$37,105,000
Rep. James Sensenbrenner Jr. (R-Wis) \$5,207,668 \$7,612,653
Rep. Jane Harman (D-Calif) \$2,684,050 \$6,260,000
Rep. Fred Upton (R-Mich) \$2,469,029 \$8,360,000
Sen. Jay Rockefeller (D-WVa) \$2,000,002 \$2,000,002
Rep. Tom Petri (R-Wis) \$1,365,004 \$5,800,000
Rep. Kenny Ewell Marchant (R-Texas) \$1,163,231 \$1,163,231
Rep. John Carter (R-Texas) \$1,000,001 \$5,000,000

Associated Press, 8-12-11 Budget Panel members got millions, Special interest groups have a direct stake in cuts the 12 makers could consider.

Sen Max Backus D-MT
John Kerry D-Mass
Jon Kyl R-AZ
Pat Toomey R-PA
Rob Portman R-Ohio
Jim Clyburn D-SC
Xavier Becerra D-CA
Chris Van Hollen D-MD
Dave Camp R-MI

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Fred Upton R-MI

US postal Service workers face layoffs, health cuts? The Postal Service has been losing billions for years yet the wireless industry, Verizon union has 45,000 on strike, schools firing teachers after the same ten years Bush pushed No Child Left Behind and took campaign finance from online educators? GOP pushed more money for education, teachers, now bust teacher unions just like they did meatpacking plants, put Americans out of work, out of ins pools, illegal immigrants they promoted were abused, injured in nonunion shops, went to emergency rooms, we paid more ins, and educate their kids who now have more of our jobs?

Look at

<http://www.opensecrets.org/pres08/index.php>

see which corporate farms receive millions and recently Monsanto was in the news all about controlling our food through genetics seed?

Look at my facebook page, this is Idaho, I was fired after answering a letter from Darigold corporate office asking for information into theft, waste, fraud, and stipulating NO retaliation?

<http://www.facebook.com/WhiteHouse#/profile.php?id=100002113278987> Do the kids you teach get milk fit for hogs while your tax dollar pays subsidies, truck drivers make \$20 an hr.

Look at my profile pics, think egg, ground beef, turkey, strawberry recalls

<http://www.ewg.org/farmsubsidies>

how is health care going to be affordable when we spend \$152 billion a year due to food born illness, 76 million American get sick, hundreds of thousands hospitalized, and about 5000 die every year, another 80,000 injured in truck related accidents and 4000 die.

Corporate farms buy more land with our tax dollar, subsidies, get more subs, land prices go up as corn is now \$8 an bush, oil companies buy ethanol plants, millionaires buy farm land, and food prices go up because not only is corn \$8 but beef and pork prices go up while infrastructure is \$2.2 trillion in disrepair, bridges falling in rivers, gas line leaks level entire neighborhoods, and we get more debt from stimulus to build roads corporate contractors make billions evading taxes, and we bail out banks and auto industry after they made trillions on the back of the working class.

America where Supreme court justices are appointed by politicians who are put in office through campaign finance and the same Supreme court allows unlimited cash flow in campaign finance?.

Contributors, pharm cos with offshore tax havens, just like Goldman Sachs, oil, insurance making bank, Apple Computer in China paying 25 cents an hr., we pay unemployment, and police the world while DC invests in defense as mentioned above?

Salary of retired US Presidents\$180,000 FOR LIFE \$400K since Clinton or WY2K Bush

Salary of House/Senate\$174,000 FOR LIFE

Salary of Speaker of the House\$223,500 FOR LIFE

Salary of Majority/Minority Leaders \$193,400 FOR LIFE

Average Salary of a teacher \$40,065

Average Salary of Soldier DEPLOYED IN AFGHANISTAN \$38,000

I think we found where the cuts should be made! If you agree... RE-POST

These no good politicians of both parties give themselves raises, have great retirement, give themselves tax cuts, because they make so much on investments on top of great pay? Look at my profile pics, how the hell is health care suppose to be affordable when these God Damn DCrooks and GOPricks all make bank breaking US promoting contributors they invest in and refuse to look into anything?

Watch The Full Program Online | The Warning | FRONTLINE | PBS

www.pbs.org

"We didn't truly know the dangers of the market, because it was a dark market,"... says Brooksley Born, the head of an obscure federal regulatory agency -- the Commodity Futures Trading Commission [CFTC] -- who not only warned of the potential for economic meltdown in the late 1990s.

54 years old, hired in a call center after a life in farming, construction, manufacturing, Associates in Auto Tech,

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

ASE certified, several years in manufacturing, landscaping, welding, forklift, overhead crane, truck driving, and a freight broker with C R England I couldn't get a job doing all/anything I'm experienced/educated in but a call center where I am trained to fake it until you make it hires me? These are the jobs you are training kids to do because you can be sure DC will continue giving US jobs, your jobs now, away so as to make bank along with contributors such as the next trillion dollar business, online education!

Look at my experience, resume, ask if kids hired today will have the same problem people as myself do now, campaign finance changes US, and jobs go away no matter what your experience and training. I can't get a response when I apply to jobs I have experience in?

I have experience in business ownership as Greyghost Freight Brokerage affiliated with C R England Logistics, Greyghost Transport as an owner operator, and in the automotive repair business as a technician in GM and VW/Audi dealerships, as well as my own business in Lincoln, NE.

I have several years experience in automotive repair, graduated from Southeast Community College

<http://www.southeast.edu/discover/locations/lincoln>

Associates Degree in Auto Technology & worked in the auto field for approximately 12 years. ASE certified in Engine Repair, Manual Transmission & Rear Axle, Front End, Brakes, Electrical Systems, Heating & Air Conditioning, & Engine Performance.

I also completed several training school certifications while employed at GM, VW, & Audi.

Porsche Audi Certified: CSI Fuel Injection June 1983

Porsche Audi Certified: Diesel Fuel Injection June 1983

Porsche Audi Certified: Air Conditioner Repair June 1984

GM/AC/Delco: GM Computer Command Control Electronic Engine and Emission Control Systems 1985

GM Certified: Specialized Electronics training 1986

Private Pilot License in 6-92, & own a single engine 1968 Aero Commander.

I have a great deal of manufacturing experience as I was first employed with Lindsay Manufacturing

<http://www.zimmatic.com/#> in 1976. Lindsay manufacturing is a world leader in center pivot irrigation, experience includes forklift, welding, overhead crane, assembly, & fabrication.

Cushman Motors in Lincoln, NE <http://www.cushman.com/> for approximately seven years, experience including assembly, welding, working with JIT, supplied parts to several production lines consisting of several models of turf/manufacturing equipment, electric & combustion powered. I also ran the dyno, final inspection, and warehouse duties before product was shipped. Cushman Motors has been affiliated with several world leaders in manufacturing, Outboard Marine, Ransomes of England, & currently Textron. Cushman originated in Lincoln, NE in approximately 1903 but moved if not mistaken to South Carolina in recent years or cheap labor

I was also employed at Lenco, <http://www.lencopmc.com/> a plastic molding company in Waverly, NE as a night shift supervisor/maintenance tech. I supervised employees in the production of 3 & 1/2 inch floppy disk, maintained automated equipment used in the production of floppy disk & cassette tapes. Experience included warehouse duties, location of product when produced, ordering parts as used, JIT in the floppy disk as well as cassette tape departments.

I was laid off because China paying slave labor could make floppy disk and ship them to the US cheaper than we could make them in the US paying \$6 an hr to immigrants who couldn't speak English!

Employed at the Nebraska Dept of Forestry <http://www.nfs.unl.edu/> from as a mechanic/truck driver, trained in basic fire fighting, transported, & repaired military excess property such as 6x6 trucks as well as facility maintenance. My boss was stealing state and Fed tax dollars through this FEPP program started in the 1960s to help get rural fire districts on their feet, outlived it's origial concept years before. Rural fire districts were bing charged for work never done, my boss selling federal excess property which when sold on auction the proceeds would have gone to the DOD. This was 1998, just a few years later US soldiers were dying in Iraq becaus ethey didn't have equipment?

I have ten years experience driving truck including Mack, Volvo, Freightliner, Peterbilt trucks pulling lowboy trailers in the transportation of military 6x6 trucks and other military equipment from Ft Riley, KS, Ft Dodge, IA, back to Lincoln, and Mead, NE. Transportation experience including 48 to 53 ft vans, reefer, drop, & tri axles up to 98K, tankers, double/triples, as well as three & half years in freight brokerage. Sseveral years experience operating 6K, 10K forklift, a variety of other equipment including overhead crane, Cat wheel loader, tractors, loaders, Bobcat skid loaders, as well as an extensive background in manufacturing. I have a Class A CDL with tanker & triple/doubles endorsements.

Want facts so you can teach kids the truth, use that wireless, onlined education. I was always told by teachers that I could use my back or head, how about now/you/teachers? How's it working out for you?

*<http://www.fasterbetersafer.org/map.html>
<http://www.infrastructurereportcard.org/fact-sheet/roads> Economic and nation security?
A matter of economic and national security?
<http://www.infrastructurereportcard.org/>
<http://www.eesi.org/energy-innovation-our-nations-defense-29-jul-2010>*

*Look at the numbers in freight transportation from the FHWA,
http://www.ops.fhwa.dot.gov/freight/freight_analysis/nat_freight_stats/docs/07factsfigures/table3_5.htm
In 2002 the US had 29 million deadhead freight miles, 20% of total 145,173 million freight miles were empty trucks.*

*Compare: http://www.ops.fhwa.dot.gov/freight/freight_analysis/nat_freight_stats/docs/07factsfigures/fig3_4.htm
To: http://www.ops.fhwa.dot.gov/freight/freight_analysis/nat_freight_stats/docs/07factsfigures/fig3_5.htm
http://www.ucsusa.org/food_and_agriculture/*

Oil prices pushed through the market to \$149 a barrel, busted the housing bubble, led to the financial crisis, now Obama has to beg speculators to NOT drive up oil prices? What has teh stock market been doing lately?

We are dependent upon foreign oil, US companies set up shop in communist countries we fought for years because the same representatives who now have US fight terrorist lied US into war the same way and now we pay to police the world?

*www.supplychainbrain.com videos
National Freight Policy, US Dept of Commerce with Joe Holecko
We spend \$200 billion a year due to traffic congestion, will spend 14% of GDP in 2050.*

Do the Chinese pay or our infrastructure, health care, or education?

A ten year old kid with a cheap laptop could run this nation better than these over paid communist/terrorist turncoats we need to fear most, call representatives while selling US out, making bank on contributor investments. Only problem is the laptop would be made in China, he'd pay or infrastucture, couldn't afford

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

health care, and make \$9 an hr!

I could give you information from here to China and back but instead of teaching kids American History, math, and civics you will continue to allow yourself to be robbed just like kids?

Get back with me i you want to know the tructh about the wireless industry, we paid for the othe network, roads auto makers made billions if not trillions on, contributors like banks, Goldman which made trillions and we paid for it all then baile dthem out?

*Thanks,
Donald Tisthammer
208-362-5591*

If you want to know how a working class American is going to make it, ask a working class American, not a poltician making bank breaking US! Teaching kids to be slaves isn't teaching then what they need to know, use the education you promote, history, civics, and math to teach why we're in the mess we are so we can get back to what you teach, America, Revolution, Declaration, Constitution, and the foundation on which this country was built.

NO I am NOT a T bagger, republican, or democrat, I am an American

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
SEPTEMBER 9, 2011

Tracie L. Bent

From: Scott Mail [scottmclam1@yahoo.com]
Sent: Friday, August 05, 2011 1:17 PM
To: Tracie L. Bent
Subject: Proposed online credits

Will the schools provide computers for all families who don't have Internet access!

Sent from my iPhone

8/15

Debbie Flory debflory34@yahoo.com (208) 290-2416

Don't rush in - Districts overusing or misusing

Highly Qualified person in the room

On-line teacher - 24 hr. response - not quickly enough

Hardware - lots of computers and needs to be updated frequently
Not enough tech people to keep things running

Updates - plug-ins - Sometimes weekly

Network use - Slow times - old lines, lots of use

Most students don't have high speed internet - library
1 hr. limit

Rubric is important - some kids won't pass w/o it

Blended is better - Content of IDLA is rigorous, but
you need a teacher with you in
the room

Discipline - Sometimes there is a lot of lag time

Schools on a 4 day week 8 days vs. 17 days
w/ high speed internet w/ high speed internet

We should not be losing ADA to out-of-state companies
IDLA - Districts get to keep 100%

Too much time on-line
Small alternative high school - 30-40 students
6 credits - science and now 2 vocational!
Health
Speech

Some things I didn't say

- Good idea to offer elective courses ^{on-line} because we don't offer enough electives due to funding cuts
- Some classes aren't suited for on-line courses:
 - Science - no labs - they're offered, most kids don't do them
 - speech - this one seems obvious! :)
- We need to make sure they have keyboarding and Computer Applications ^{classes} before they take any on-line courses. Some kids don't have these skills because they don't have computers at home. At our school, we have those students take at least keyboarding before they do IDLA. It's taught in middle school, but some students move into district or come from home school.
- We've taken in three students from other companies (not IDLA) No accountability, not enough support - We need to look at these for-profit companies and study their success/failure rate
- Unfunded mandate - We'll lose highly qualified teachers
- Lots of money was spent on IEN - How many of these systems are being used? We're not using ours - We have a very expensive dust collector on our wall. Will this happen with the laptop program?
- Why no pilot program? Why risk the entire state?

to pay for this
Who is going to teach all the on-line classes?

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

FY 2012 Supplemental Budget Request

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.
Section 67-3502, Idaho Code

BACKGROUND/DISCUSSION

The Council for the Deaf and Hard of Hearing (CDHH) has the responsibility to increase awareness, advocate for equal access, provide information and referral, monitor consumer protection, recommend public policies and programs, conduct research, and submit reports to the Governor and policymakers. In the past the CDHH was funded 100% with General Funds.

As part of the FY 2011 appropriation, CDHH General Funds were transferred to federal spending authority leaving approximately \$40,000 in General Funds to meet the match requirement. This was done as a supplemental for state fiscal year 2011 and ongoing for fiscal year 2012 forward.

Recently the new administrator for Idaho Vocational Rehabilitation (IDVR) and the US Department of Education personnel realized that not all of the CDHH activities are allowable costs under the federal grant. IDVR and CDHH staff are currently working together to identify the expenditures that meet the allowability requirements under the grant.

Presently, IDVR does not have enough information to estimate the dollar amount of the allowable costs. After meeting with staff of the State Board of Education, Division of Financial Management (DFM) and Legislative Services Office (LSO), the decision was made to request a supplemental for the full amount of funding to be transferred to the general fund. As soon as reliable information is available, IDVR will update the supplemental request and notify the Board as well as DFM and LSO. IDVR will present the amended request to the Legislature in January.

IMPACT

Two years ago a portion of the CDHH budget was transferred to federal funds. Since that time Division of Vocational Rehabilitation and the US Department of Education have determined that not all of CDHH activities are allowable under the IDVR basic grant. This supplemental would allow CDHH to continue to meet its operating expenses.

ATTACHMENTS

Attachment 1 – IDVR FY 2012 Supplemental

Page 3

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

STAFF COMMENTS AND RECOMMENDATIONS

This request will restore the General Funds to the CDHH program. The funds will be used for the primary mission of CDHH.

Staff recommends approval.

BOARD ACTION

I move to approve Idaho Vocational Rehabilitation's FY 2012 Supplemental budget request for \$146,300 in state General Funds and \$146,300 reduction in federal spending authority.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

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: 4.32		Title: Trustee & Benefit Funds		Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.40		(1.40)		
PERSONNEL COSTS:					
1. Salaries	68,600		(68,600)		
2. Benefits	27,300		(27,300)		
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	95,900		(95,900)		
OPERATING EXPENDITURES by summary object:	42,900		(42,900)		
TOTAL OPERATING EXPENDITURES:	42,900		(42,900)		
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	7,500		(7,500)		
LUMP SUM:	\$146,300		(\$146,300)		
GRAND TOTAL					

Description:

The mission of the Council for the Deaf and Hard of Hearing is to create an environment in which Idahoans of all ages, who are deaf or hard of hearing, have an equal opportunity to participate as active, responsible, productive, and independent citizens of Idaho.

The Council is governed by a nine-member, governor-appointed board. Eleven ex-officio board members represent state agencies and organizations. The Executive Director and staff members administer programs and daily operations.

By statute, the Council is responsible to increase awareness, advocate for equal access, provide information and referral, monitor consumer protection, recommend public policies and programs, conduct research, and submit reports to the Governor and policymakers.

Two years ago a portion of the CDHH budget was transferred to Federal funds. Since that time Division of Vocational Rehabilitation and the US Department of Education has determined that not all of CDHH activities are allowable under the IDVR basic grant.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 9, 2011

This request will restore the General Funds to the CDHH program. The funds will be used for the primary mission of CDHH.

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?
 - *\$146,300 in state General Funds and \$146,300 reduction in federal spending authority.*
 - *CDHH currently has 2 FTEs for this activity.*
 - *Base: General Fund \$40,100*
Federal Fund \$146,300
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 \$146,000 in State General Funds for Trustee & Benefit services.
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 Council is responsible to increase awareness, advocate for equal access, provide information and referral, monitor consumer protection, recommend public policies and programs, conduct research, and submit reports to the Governor and policymakers. The impact of these activities is statewide.
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