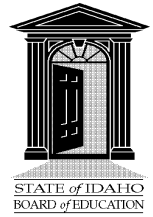


**STATE BOARD OF EDUCATION MEETING**  
**October 19-20, 2011**  
**Lewis-Clark State College**  
**Williams Conference Center**  
**Lewiston, Idaho**



**Wednesday, October 19th, 2011, 1:00 pm, Lewis-Clark State College, Lewis-Clark State College. Williams Conference Center (4<sup>th</sup> Street and 9<sup>th</sup> Avenue)**

**BOARDWORK**

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

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS (Work Session)**

- A. Board of Education Performance Measure Report
  - Presentation
  - Discussion on Future Performance Measures to be included in Strategic Plan
- B. Institution and Agency Performance Measure Report
  - Presentation
  - Discussion on Future Performance Measures to be included in Strategic Plan

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

Boise State University

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

**Thursday October 20, 2011, 8:00 a.m., Lewis-Clark State College, Williams Conference Center (4<sup>th</sup> Street and 9<sup>th</sup> Avenue)**

**PRESENTATION**

1. Distinguished School Awards

**OPEN FORUM**

## **CONSENT AGENDA**

### **BAHR – SECTION II**

1. FY 2011 Carryover Funds

### **IRSA**

2. Quarterly Report: Program changes approved by Executive Director

### **PPGAC**

3. Alcohol Permits Issued by University Presidents

### **SDE**

4. Cassia School District Hardship Elementary School
5. Curriculum Materials Committee Appointment
6. Professional Standards Commission Appointment

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

1. Lewis-Clark State College Report
2. Presidents' Council Report
3. 60% Goal Report
4. Idaho Digital Learning Academy
5. State Board of Education Governing Policy I.O. Data Management Council – 2<sup>nd</sup> Reading
6. Data Management Council Update
7. Idaho Division of Vocational Rehabilitation – IDAPA 47.01.01 – Temporary Rule
8. 2012 Board Legislation

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

1. Second Reading, Proposed Amendments to Board Policy III.W – Higher Education Research
2. Value of Higher Education Research Report

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

### **Section I – Human Resources**

1. Amendment to Board Policies – Section II.A., C., F., G., H., and P. – 1<sup>st</sup> Reading
2. Boise State University – Head Women's Softball Coach
3. Boise State University – Head Track and Cross Country Coach Contract

4. Boise State University – Head Swimming and Diving Coach Contract
5. Idaho State University – Athletic Director Contract
6. Idaho State University – Head Women’s Softball Coach Contract
7. Boise State University – Head Football Coach Contract Addendum

## **Section II – Finance**

1. FY 2012 Sources and Uses of Funds Report
2. Amendment to Board Policies – Section V.B., D., and V. – 1<sup>st</sup> Reading
3. Amendment to Board Policy – Section V.E. – 2<sup>nd</sup> Reading
4. Boise State University – KBSU Renovation Project – Design
5. Boise State University – Lincoln Avenue Recreation Field Project – Design
6. Boise State University – Enterprise Systems Agreement
7. Boise State University – Yanke Research Park Lease Extension
8. Boise State University – Stadium Project Update
9. University of Idaho – Nicolls Building Renovation Project – Planning and Design

## **DEPARTMENT OF EDUCATION**

1. Superintendents Update
2. Temporary Rule - IDAPA 08.02.03.111, Assessment in Public Schools
3. Boise School District – Request for Waiver, IDAPA 08.02.03, Section 112
4. Elementary and Secondary Education Act Flexibility and Waiver Guidance
5. School District Trustee Zones

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

THIS PAGE INTENTIONALLY LEFT BLANK

1. Agenda Approval

Changes or additions to the agenda

**A motion to approve the agenda as posted.**

2. Minutes Approval

**BOARD ACTION**

**A motion to approve the minutes from the August 10-11, 2011 Regular Board meeting and the September 9, 2011 Special Board meeting as submitted.**

3. Rolling Calendar

**BOARD ACTION**

**A motion to set October 17-18, 2012 as the date and Lewis-Clark State College as the location for the October 2012 regularly scheduled Board meeting.**



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

---

**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
August 10-11, 2011  
Idaho State University  
Pond Student Union Building  
Salmon River Suite  
Pocatello, Idaho**

A regularly scheduled meeting of the State Board of Education was held August 10-11, 2011 at Idaho State University in Pocatello, Idaho.

**Present:**

Richard Westerberg, President

Don Soltman, Secretary

Bill Goesling

Rod Lewis (absent August 10th, present August 11th)

Ken Edmunds, Vice President

Emma Atchley

**Other:**

Tom Luna, State Superintendent joined the meeting on August 10th after the Executive Session. He was excused from the meeting at the completion of the Department of Education agenda on August 11<sup>th</sup>.

**Absent:**

Milford Terrell

**Wednesday, August 10, 2011**

The Board met at 2:00 p.m. in the Salmon River Suite of the Pond Student Union Building at Idaho State University in Pocatello, Idaho. Board President Richard Westerberg called the meeting to order.

**BOARDWORK**

**1. Agenda Review / Approval**

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

**By unanimous consent, items 1, 2, and 6 on the BAHF Consent agenda were moved to the regular Business Affairs and Human Resources agenda.**

2. Minutes Review / Approval

**M/S (Edmunds/Soltman): To approve the corrected minutes from the June 22-23, 2011 Regular Board meeting; and approve the minutes for the July 11, 2011 Special Board meeting and the July 29, 2001 Special Board meeting as submitted. Motion carried unanimously.**

One correction to the June 22-23 minutes was noted: remove Paul Agidius' name from the list of members present and replace it with Bill Goesling's name.

3. Rolling Calendar

**M/S (Goesling/Soltman): To set August 22-23, 2012 as the date and Idaho State University as the location for the August 2012 regularly scheduled Board meeting. Motion carried unanimously.**

**EXECUTIVE SESSION**

**M/S (Soltman/): To go into Executive Session at 2:24 p.m. to consider the following: (1) As Trustees for Boise State University, to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(c), (d) and (f) for deliberations to acquire an interest in real property which is not owned by a public agency; for the purpose of considering documents that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code; and to communicate with legal counsel to discuss legal ramifications of and legal options for a controversy imminently likely to be litigated. A roll call vote was taken of the members present; the motion carried unanimously (Mr. Luna was absent during the Executive Session).**

During the Executive Session, the Board, as Trustees for Boise State University, (1) discussed the acquisition of real property not owned by a public agency, and (2) considered documents exempt from public disclosure related to legal options for a controversy imminently likely to be litigated.

**M/S (Edmunds/Rush): To go out of Executive Session at 2:40 p.m. Motion carried unanimously.**

**WORK SESSION**

Tom Luna joined the meeting in progress following the Executive Session.

1. Idaho's 60% Attainment Goal

Executive Director, Mike Rush introduced this item. He made a presentation and encouraged comments and discussion by the Board. Dr. Rush explained that a year ago the Board set a goal that 60% of young Idahoans age 25-34 will have a degree or certificate of value by the year 2020. He pointed out that increasing the educational attainment of Idahoans will better prepare them for future job requirements. It also has the potential to attract out-of-state businesses to Idaho, thus positively impacting Idaho's future economic development.

Dr. Rush noted out that the Board's expectations are out-of-balance because there are system-

needs that can't be met by the current funding levels or structure. In addition, a large population in this age group can't afford the expense of education beyond grade 12; and, they may not have access to the education they need.

Scott Grothe of the Board office was introduced to discuss the data involved in dissecting the 60% goal for Idaho. Mr. Grothe mentioned several well-known educational initiatives that have shown up in various arenas and reports. Statistics used by these initiatives and studies have been drawn from a number of existing sources.

Mr. Grothe referenced the 2009 census data and noted that 31% of Idahoans in the target age group have attained an Associates Degree. He reported that an NCHEMS study showed that for every 100 students in the college pipeline that enter ninth grade, only sixteen will graduate with a two-four year degree. The NCHEMS study focused on first time college students, not part-time students, transfer or adult continuing education students.

It was noted that there are huge variables in how students are tracked. State Superintendent Luna reported that Idaho now has a unique student identifier. This means that Idaho will be able to have good numbers, track students, and, identify trends. Mr. Luna went on to explain that the federal government now requires all states to have a uniform way of measuring a high school graduate. Dr. Rush referred the Board back to the key point: Idaho loses people in the pipeline at various points between the ninth grade and college degree completion.

The discussion turned to certificates. The Board agreed that an individual's ability to get a job is enhanced by a certificate so those may need to be included in the count. There were questions about how to define and count certificates of less-than-a-year. Dr. Beck from College of Southern Idaho shared that CSI has certificate programs of 960 hours that run for two semesters; however, these programs are considered to be a year. In addition, there are certificates that are awarded based on a test, and not on time or hours; those should be counted too.

Before there is movement to count certificates, the Board asked how NCHEMS defined a year; Board staff will follow up on getting that information. It was also noted that in order to include certificates in the count there will need to be consistency in how those are awarded and tracked by the institutions. Mr. Luna suggested that the Board should discuss those degrees and/or certificates that are based mastery of marketable skills. That would be something else for the Board to define that. Selena Grace of the Board staff indicated that Complete College America has some good information related to certificates. The Board staff will bring that information back to the Board.

Dr. Rush said the Board needs to determine what data to track on a semi-annual basis and what data to track on a two or three year basis. It also needs to decide how that data is used to help advance the attainment of the goal.

Mr. Luna indicated that one of the cohorts the Board should spend some time on at some point is how to get more high school graduates to go onto college. Another cohort is the current number of students who do go onto college: 40% of them need remediation, and 38% of those don't go on to their sophomore year. There needs to be some attention focused on that group.

Selena Grace discussed the various strategies and initiatives identified to help students achieve the 60% goal. One strategy has to do with the preparation of students. A second strategy is remediation. A third strategy is retention. Another strategy has to do with developing new and shorter pathways to credentials of value. Another strategy is aid to students. A final strategy is



common measures to track progress.

Ms. Grace noted that it takes time to make change. She pointed out that part of the complexity lies in the number and types of available degrees; and, what the Board determines it will take to meet the 60% goal. She asked the Board for guidance on the strategies she presented.

Mr. Luna noted that there are standards that have been set by a group of states independently; this is not a federal mandate. He explained that there are plans to develop a test that would be given around the eleventh grade, which would replace the current ISAT test that is given in the tenth grade. The new test will be a college-readiness test.

Burton Waite of Eastern Idaho Technical College (EITC) spoke about challenges in the Idaho Falls area because EITC is limited to professional-technical programs. He would like to partner with the College of Southern Idaho to figure out how to bring a community college to the Idaho Falls area so that the people in that area have more choices in terms of their educational opportunities.

Board President Westerberg indicated that the strategies look good to him. Board member Edmunds expressed concern that there isn't a lot of action. He suggested the Board needs to be more aggressive in making things happen. Board member Goesling indicated that the institutions are taking steps. Mr. Westerberg pointed out that there have been steps taken that have substance and will make a difference.

Mr. Edmunds indicated he would like the Board to say what it expects from the institutions. Board member Soltman said that until the institutions know what their piece of the 60% goal is, it is hard to determine how the system is doing. Mr. Luna suggested a dashboard of how things are going as the system moves forward. He pointed out that some of the efforts and goals are contingent on money. One question to ask is what is the Board or the system doing to get resources for the high priority items? Ms. Grace suggested some of these things should be driven by the Board; some should be driven by the system; and, some driven by the institutions.

It was noted that at the last Board meeting the Presidents were asked to report to the Board about steps they are taking to meet the goal. That report will come to the Board in October. In terms of the process piece, Mr. Westerberg pointed out there is the work done by the Board staff. A second piece is the report from the Board. After that, there will be additional steps that include tracking effectual progress.

Board member Edmunds noted that the Board understands there are areas of needs that are still unmet. In terms of what the schools come back with, the Board needs to drive that discussion. Mr. Luna said that if the goal is 60%, does that mean we push for more graduates, or we push for graduates who can get a job? Along that line, how much of the effort will be driven by two-year degrees, four-year degrees, postgraduate degrees, and professional degrees driven? Mr. Luna suggested that the work that the Board has done to date has gotten it to a certain point. The question now is how to get to the granular level and in what timeframe?

Dr. Beck expressed frustration with the timing. He noted that the budget requests for FY 2013 have already been turned in. Scheduling for the spring semester has already been done. These strategies aren't part of either of those things. The timelines don't mesh.

Dr. Rush summarized the points of the discussion. Significant Board committee work is implied by these seven strategies. There is work that the Department is already doing. Notwithstanding, the Board will develop a set of specific goals for the institutions, refined to take in account some

of the other data that may contribute to that 9-11 percent. That way the goals the Board delivers to the institutions will be realistic. With all that, the Board needs to create a dashboard that has these components. In terms of time, it could be due by the October Board meeting.

The Board concluded its work session at 4:55 and adjourned for the day.

**Thursday, August 11, 2011**

The Board convened for Open Session on Thursday, August 11, 2011, in the Salmon River Suite of the Pond Student Union Building at Idaho State University in Pocatello, Idaho. Board President Richard Westerberg called the meeting to order at 8:30 a.m.

Several introductions were made. Dr. Nellis of University of Idaho introduced Ron Smith, the new Vice President for Administration and Finance. Dr. Rush introduced Don Alvashere, the new Administrator for the Division of Vocational Rehabilitation. Dr. Westerberg noted the attendance of Representative Jeff Thompson.

**OPEN FORUM**

Dr. Rick Kearns read comments prepared by Dr. Mike Ellis from ISU. Dr. Ellis' comments suggested that the purpose of his remarks was to make the Board aware that ISU was not in compliance on three of the policies of the Board. One related to tenured faculty and the lack of performance reviews. Another related to financial challenges and the adoption of internal policies. The third related to ISU's administration failure to take action on directives put forth by the Board related to the faculty senate.

Allen Jackson of ISU spoke about the presidential leadership at ISU and indicated that President Vailas has lost the respect of the faculty. There have been votes of no-confidence for him. Mr. Jackson also said that actions by the Board resulted in ISU being censured, further damaging ISU's reputation. He urged the Board to search for a new president.

Dr. Phil Cole was joined by other ISU faculty. Dr. Cole shared that ISU faculty desires to have a mutually respectful relationship with the administration of ISU. He pointed out that the provisional faculty senate has been working to draft new bylaws. He said that the first meeting of the provisional faculty senate was in May. It used the BSU constitution as a starting point for crafting the ISU constitution because BSU's constitution was previously approved by the Board. Dr. Cole noted that administration didn't meet with the provisional faculty senate until August 9. This has significantly delayed the work on the bylaws that the provisional faculty senate has been trying to get done. He indicated that the faculty finds it difficult to have confidence in ISU's administration because ISU's administrators continue to show this type of lack of respect for the faculty.

Kay Merriam of Pocatello spoke about the damage done to ISU's reputation as a direct result of a lack of strong leadership at the University. She pointed out that the restrictions placed on the faculty by administration and the resulting fall-out is the cause. She asked the Board to be mindful of the situation.

Ann Vegors, a former teacher, discussed the broad range of learning abilities and styles of children. She favors teachers who are trained to help children over the use of machines. She noted that the citizens of Idaho weren't given enough notice on this issue before it came to the Legislature this past session. She suggested that the people of Idaho should be given a chance to vote on this issue.

Dr. Larry Murillo, a member of the Shoshone-Bannock Tribe and a former ISU faculty member, spoke about needs of the students of the Shoshone-Bannock Tribe. He indicated that the Reservation wants to create and expand the opportunities for tribal members. The Shoshone-Bannock school is training students to fill the jobs that are being created with the building and opening of a hotel on the Reservation. They want to stress the technology, science, and math related fields. He asked the Board to assist with things like the creation of jobs and internship relationships with the local communities. The Tribe hopes to create a community college on the Reservation sometime in the future. It also wants to see the development of curriculum that reflects Native American epistemology so Native American students feel connected to the subject matter.

## **CONSENT AGENDA**

**M/S (Edmunds/Soltman): To accept the Consent Agenda as modified. Motion carried unanimously.**

**By unanimous consent, the Board agreed to move items 1, 2, and 6 to the regular Business Affairs and Human Resources agenda for discussion purposes.**

### 3. BAHR – Section II – Resolution Authorizing Individual to Act on Behalf of Retirement Plans

**By unanimous consent, the Board agreed to approve authorization of the Board's chief fiscal officer to act on behalf of all Board-sponsored retirement and deferred compensation plans, in substantial conformance with the Resolution submitted to the Board as Attachment 1, and to authorize the Board President to certify said Resolution.**

### 4. BAHR – Section II – Colleges & Universities – Revision of Model Purchasing Policy

**By unanimous consent, the Board agreed to approve the Model Purchasing Policy as presented in Attachment 1, and to direct BSU to incorporate changes to the model policy into its own policy.**

### 5. BAHR – Section II – Geothermal Utility Service Agreement – Phase I

**By unanimous consent, the Board agreed to approve the request by Boise State University to construct conversions and connections to multiple building systems to convert from natural gas to geothermal for a total cost not to exceed \$1,762,173.**

### 7. PPGA – Idaho State University – Facility Naming

Information item.

### 8. PPGA – Alcohol Permits Submitted by University Presidents

Information item.

### 9. PPGA – Idaho Division of Vocational Rehabilitation – Advisory Council Appointments

**By unanimous consent, the Board agreed to approve the following appointments/reappointments to the Vocational Rehabilitation Advisory Council:**

- (1) Reappointment of Arnold Cantu for a term three years effective immediately and ending June 30, 2014.
- (2) Reappointment of Kathy Buswell for a term three years effective immediately and ending June 30, 2014.
- (3) Reappointment of Ramona Medicine Horse for a term three years effective immediately and ending June 30, 2014.
- (4) Appointment of Rachel Damewood as a business, industry and labor representative for a term three years effective immediately and ending June 30, 2014.
- (5) Appointment of Gordon Simson as a business, industry and labor representative for a term three years effective immediately and ending June 30, 2014.
- (6) Appointment of David Miles as an Idaho Native American tribe representative for a term three years effective immediately and ending June 30, 2014.
- (7) Appointment of Irene Vogel to the Vocational Rehabilitation Advisory Council as the Department of Education representative for a term three years effective immediately and ending June 30, 2014.

10. State Department of Education – 2010-2011 Accreditation Summary Report of Idaho Schools

**By unanimous consent, the Board agreed to approve the 2010-2011 Accreditation Summary Report of Idaho Schools, as submitted.**

11. State Department of Education – Adoption of Curricular and Related Instruction Materials as Recommended by the Curricular Materials Selection Committee

**By unanimous consent, the Board agreed to approve the adoption of curricular materials and their related instructional materials as recommended by the Curricular Materials Selection Committee, as submitted.**

12. State Department of Education – Boise State University EDTECH K-12 Online Teacher Endorsement Program

**By unanimous consent, the Board agreed to accept the Professional Standards Commission recommendation to conditionally approve the EDTECH K-12 Online Teacher Endorsement program at Boise State University, as submitted.**

13. State Department of Education – The College of Idaho Full Program Approval Review State Team Report and Institutional Rejoinder

**By unanimous consent, the Board agreed to accept the Professional Standards Commission's recommendation to accept the State team program approval report thereby granting approval of the Elementary Education, Secondary Education, English Language Arts, Mathematics, Social Studies, Government/Civics, History, Science, and Biology programs at The College of Idaho; and granting conditional approval of the Physics program at The College of Idaho, as submitted.**

**By unanimous consent, the Board agreed to accept the Professional Standards Commission's recommendation to accept the College of Idaho rejoinder to the State Team Report and grant approval of the Chemistry program at the College of Idaho, as**

submitted.

14. State Department of Education – George Fox, Idaho Campus – Elementary Education Undergraduate Degree Completion Program

**By unanimous consent, the Board agreed to accept the Professional Standards Commission recommendation to conditionally approve the Elementary Education Undergraduate Degree Completion program at George Fox University, Idaho campus, as submitted.**

15. State Department of Education – Appointment to the Idaho State Curricular Materials Selection Committee

**By unanimous consent, the Board agreed to approve the request by the State Department of Education that Stacey Jensen be reappointed to the Idaho State Curricular Materials Selection Committee effective July 1, 2011 through June 30, 2016.**

At this time, Board member Edmunds asked Board President Westerberg to allow a brief time for Board members to comment on the work session discussion from the previous day related to the 60% goal. Mr. Westerberg agreed.

Board member Atchley suggested that the Board should concentrate on the areas of preparation and recruitment. That would be a good first step.

Board member Soltman noted that by overlaying the chart created by Scott Grothe with the recommendations presented by Selena Grace it was possible see that the prominent areas to focus on are remediation, retention, and recruitment into college.

Board member Edmunds spoke about the need to control adequate and valid data related to the issue of 60%. He urged that the longitudinal data system (LDS) needs to expand to include postsecondary.

Board member Goesling pointed out the term “credential” means different things to different people and groups; the Board needs to define what it means in terms of the data and reports. He also suggested that the Board is short-cutting the work of the institutions if it doesn’t allow them the flexibility to come up with their own ideas for how to achieve the 60% goal.

Board member Atchley agreed that the Board needs good data, but that should not delay action that can be undertaken immediately to address the problem.

## **PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**

1. Idaho State University Annual Report

President Vailas presented the annual progress report. He introduced Shawn Stokes, the ISU Student Body President. Mr. Stokes reported that ISU’s student body trusts President Vailas and has faith in the quality of the programs and degrees offered by ISU. He expressed hope that the University will be soon move past this challenging time.

President Vailas discussed the strategic planning efforts at the University. He noted that ISU has a significant economic impact on the community. ISU continues to expand its research efforts and its grant portfolio continues to grow as well. Dr. Vailas highlighted fiscal year

accomplishments of several sponsored programs including those at the College of Technology, the Family Medicine Residency Program, and the Center for Archaeology. Dr. Vailas reported that ISU has collaborative partnerships with 172 federal, state and local agencies, businesses and universities worldwide.

Related to the students, one initiative at ISU is the Career Path Internship program which offers students paid work experience in their fields of study. Another is the Living Learning residence halls. ISU has a Veterans Sanctuary and there is set-aside space for that program. There has been a 48% increase in the number of veteran students since 2009. ISU also has an aggressive outreach to the rural and Native American veterans.

ISU's enrollment continues to go up as do the number of degrees being awarded. ISU's graduate enrollment last year was the highest in the state. Online education has increased at ISU, which allows for improved access and greater flexibility for the students. This kind of effort helps with the 60% goal.

ISU not only teaches and conducts research related to healthcare; it now has a number of healthcare clinics available to the community. One of these is the dental clinic that has served more than 10,000 patients, mostly low-income, since 2005. In the area of fundraising, it continues to be on the rise since the economic downturn. A number of gifts to the University have made a huge difference by providing scholarships.

## 2. Idaho Public Television (IPTV) Annual Report

Peter Morrill presented the annual report to the Board. IPTV reaches nearly 100% of Idaho through the statewide broadcast system. IPTV has maintained other delivery systems including public television, Idaho Legislature Live, and mobile applications for I-Phone and I-Pad. IPTV offers additional over-the-air free learning links. IPTV is Idaho's only locally owned television station. The children's programs have made a significant difference in the success of children learning to read. IPTV has partnerships with ISU, BSU, and UI. The new PBS Scout service will provide a large number of learning options statewide. Another outreach effort is based around NOVA's Making Stuff and is possible through partnerships with a number of corporations and organizations. IPTV's Outdoor Idaho won two Emmys in 2011 as well as the Edward R. Murrow Award.

In terms of the fiscal structure, IPTV receives state general funds that support the delivery system to ensure equal statewide access. Donations and grants go toward the educational and online content. This past year IPTV had to reduce staff as a result of diminishing state general funds. Items IPTV is keeping an eye on include the implementation of an emergency alert system that is federally mandated, but unfunded. Mr. Morrill noted IPTV is making a Line Item request for 2013 to help support broadcasting of Idaho Legislature Live. Also, one of the deferred things on the list is the removal of analog infrastructure; this won't be done until there are available funds. Mr. Morrill closed by showing a clip of an Outdoor Idaho segment, due to premier in March 2012 called Idaho Unearthed.

## 3. Idaho Education Network Progress Report

Gary Lough discussed the Idaho Education Network (IEN). IEN is nearing completion of connectivity with all of the schools. This puts the project nearly a year ahead of schedule and also below budget. The bandwidth model was designed to support a 1:1 student/computer ratio. Services provided with IEN include a training program for teachers and staff to facilitate the delivery and use of online technology. To date almost 750 teachers and staff have been trained.

Mr. Lough discussed the unique needs of rural counties and the steps IEN has taken to make sure their connectivity is up. In addition they are working to make sure that the scheduling platform is consumer focused. A course catalog will be provided to the schools so they can see how to embed that into their schedules for their use. Funding of the IEN includes support from the JA and Kathryn Albertson Foundation.

In terms of IEN, the Board goals for Attainment and Access are a good match for IEN. The use of distance learning to deliver dual credit courses is an example. It is estimated there will be a fairly steady growth in that area in the future. This will compliment the 60% efforts of the Board. Mr. Lough reported that there are several schools and districts that are currently collaborating by sharing resources and coordinating schedules to offer online training using IEN. These schools have successfully implemented various innovative approaches.

Board member Atchley asked how IEN views the concept of a standardized calendar. Mr. Lough noted that there are a number of reasons schools and districts have different calendars; it may not be possible to have a standardized calendar. On that note Mr. Luna shared that Idaho had discussions with Utah about the Utah Education Network and scheduling was also an obstacle for them. He pointed out that in Idaho, where districts have adopted a common calendar, the effort has been successful. Mr. Lough explained that the blended model helps offset the scheduling disconnect by making it possible for students to access content they may have missed.

Board member Soltman indicated that during the public hearings some schools have reported that they don't have bandwidth. Mr. Lough explained that there may be internal issues at the district level that cause the problem, but he will follow up.

Board member Goesling asked about connectivity to the charter schools. Mr. Lough said that those that are LEA are connected. Mr. Goesling asked about concerns related to the tribal schools and connectivity. Mr. Lough reported that the funding source of tribal schools is different from the public schools. However, it would be possible for tribal schools to be connected to online learning through other means. Mr. Goesling asked how IEN relates to virtual academies. Mr. Lough noted those are independent entities. The virtual school may provide content via proprietary online curriculum.

Dr. Rush raised the issue of moving to the next stage where IEN is more content driven than technology driven. He asked Mr. Lough if he had suggestions for the Board regarding the curriculum exchange. Mr. Lough indicated that it won't be one-size-fits all; there has to be an allowance for schools to be flexible. Mr. Luna noted that as the demand for online education grows, there must be a supply. Part of that supply is having educators who can teach in an online environment. That needs to be included in the teacher education curriculum.

#### 4. Concussion Program Report

**Motion to Refer to Committee M/S (Westerberg/Edmunds): To refer this item to the Board's PPGAC Committee for further study; and to bring it back to the Board at the December meeting. Motion carried unanimously.**

Board member Soltman introduced Mark Browning of the Board office. Mr. Browning provided background information related to the passage of legislation in 2010 known as Kort's Law which was the result of work done by Carolyn Faure from Idaho State University.

Dr. Faure was introduced. She discussed efforts underway to keep Idaho students safe while undergoing sports activity. She noted that concussion continues to be one of the most serious and catastrophic injury-risks in every sport. The educational outreach for this effort has been tremendous. The Center for Sports Concussion has opened at ISU and it has emerged as the regional authority for school and youth sport programs. A coaches' certification course is available online through the Center. Dr. Faure expressed hope that the Legislature and the Board will enact stricter regulations concerning athlete safety in the very near future.

Board member Edmunds asked if the Center is making headway in influencing legislators to reintroduce the amendments. Dr. Faure indicated that the Legislature was supportive last year, but because the legislation came up late in the session there wasn't time to get everyone on board. She encouraged Board members to get involved in the effort as well.

Board member Lewis asked about the consequences associated with the provisions if the coach doesn't take a player out. Dr. Faure indicated that there is a lot of precedence in place on this point nationally. She noted that in her experience with sports law, these provisions help the coaches to take action because often it is the parent or the student who oppose the idea. Mr. Lewis asked if this effort creates a disincentive to take the student out in the first place. Dr. Faure agreed that was possible; however this law gives an extra push for the coaches to make the right decision because there is closer scrutiny.

Board member Lewis expressed reservation at endorsing this because if these amendments are put into law, it would be good to understand fully what the consequences are. He noted that he is totally supportive of the direction, however.

Mr. Luna noted that the Idaho High School Athletic Association did come up with policies that were intended to address some of these issues. He asked Dr. Faure if she was aware of that. She indicated she observed one such training session sponsored by them. In her opinion it was not sufficient in terms of how it is delivered, the depth of the subject, the length of the training, or the level of participation required for the coaches during the training session.

Mr. Lewis and Mr. Luna agreed that this is part of the issue that needs to have further consideration by the PPGAC committee. Mr. Edmunds pointed out that the legislation will put into place a law that forces parents, coaches, schools, and students to act in the best interest of the student. Mr. Goesling suggested that there be latitude given to referees so they can remove players who are injured if the coach fails to do so.

#### 5. Temporary Rule – IDAPA 08.01.11 – Registration of Postsecondary Education Institutions and Proprietary Schools

**M/S (Soltman/Edmunds): To approve the Temporary Rule changes to IDAPA 08.01.11 Registration of Postsecondary Education Institutions and Proprietary Schools as submitted. Motion carried unanimously.**

Board member Soltman presented this item.

#### 6. Proposed Rule, IDAPA 08.0104 – Rules Governing Residency Classification

**M/S (Soltman/Atchley): To approve the Proposed Rule IDAPA 08.01.04, Rules Governing Residency Classification as submitted. Motion carried unanimously.**

Board member Soltman presented this item. Board member Lewis asked for clarification on the



background statement.

7. Board Policy – I.O. Data Management Council – First Reading

**M/S (Soltman/Edmunds): To approve the first reading of a new section of Board Policy, I.O. Data Management Council as submitted, and to direct the Data Management Council to develop their bylaws for future Board approval. Motion carried unanimously.**

Board member Soltman presented this item. He noted that this policy provides guidance to the Data Management Council. Mr. Luna clarified that since this the first reading there is opportunity for revision. He noted that there should be representation from the Governor's office on the Council. It was agreed that this be included in the policy before the second reading. Dr. Rush asked for other comments to be forwarded to the Board staff. Board member Edmunds asked the Board when there can be further discussion on this. He asked for an agenda time in October to discuss this in more detail.

**DEPARTMENT OF EDUCATION AGENDA**

1. Superintendent's Update

Mr. Luna reported on the AYP results that were recently released. He explained that Idaho is moving towards a growth model, and away from the proficiency model. The growth model will better determine how schools and students are doing academically. The growth model will also be used in evaluating Idaho's teachers. Mr. Luna noted that the U.S. Department of Education will develop a process for states to apply for waivers to implement new models of accountability. Idaho will consider applying for a waiver to develop and implement a growth model.

Mr. Luna updated the Board on Students Come First (SCF). He noted some of the new legislation went into effect immediately; other parts will be implemented later on. Currently, tenure is being phased out, layoff decisions are no longer based on seniority, collective bargaining is limited to salary and benefits, negotiations are to be held in open and public meetings, and the SCF Technology Task Force is meeting.

2. Proposed Rule – IDAPA 08.02.01.151 – Rules Governing Administration – Negotiations

**M/S (Luna/Soltman): To approve the proposed rule changes to IDAPA 08.02.01.151 Rules Governing Administration, Negotiations, as submitted.**

Mr. Luna explained that this rule brings some definition to what open meetings means. Board member Lewis asked for clarification related to the point on collective bargaining and how it relates to salaries and benefits. Mr. Luna indicated that it does fall into the category of what will be negotiated. He noted that the law is specific as to how shares are determined. What is up for negotiation is who gets those shares.

Mr. Lewis asked if this is consistent with being part of the collective bargaining process; should it be a local board determination instead. Mr. Luna explained there is a pay for performance part of SCF that has three components. What will be part of the negotiated agreement is how the districts define leadership and hard-to-fill positions. In regards to student achievement, the local level will determine some of those elements as well.

3. Proposed Rule - IDAPA 08-0202.015 – Rules Governing Uniformity – Idaho Interim Certificate

**M/S (Luna/Goesling): To approve the proposed rule changes to IDAPA 08.02.02.015, as submitted. Motion carried unanimously.**

Mr. Luna presented this item.

4. Proposed Rule – IDAPA 08.02.02 (subsections .021, .023, and .027) – Rules Governing Uniformity

08.02.02.021 – Endorsements:

**M/S (Luna/Lewis): To approve the Proposed Rule changes to IDAPA 08.02.02.021, Rules Governing Uniformity, Endorsements, as submitted. Motion carried unanimously.**

08.02.02.023.04 English as a New Language (ENL) (K-12):

**M/S (Luna/Goesling): To approve the Proposed Rule changes to IDAPA 08.02.02.023, Rules Governing Uniformity, Endorsements E – L, English as a New Language (ENL) (K-12), as submitted. Motion carried 6-1 (Mr. Lewis voted Nay).**

Board member Lewis asked for further clarification on how the word foreign is intended to be understood.

08.02.02.027.02 School Psychologist Endorsement:

**M/S (Luna/Soltman): To approve the Proposed Rule changes to IDAPA 08.02.02.027.02, Rules Governing Uniformity, School Psychologist Endorsement, as submitted. Motion carried unanimously.**

5. Proposed Rule – IDAPA 08.02.02.100 – Rules Governing Uniformity – Official Vehicle for Approving Teacher Education Programs

**M/S (Luna/Soltman): To approve the Proposed Rule changes to IDAPA 08.02.02.100, Rules Governing Uniformity, Official Vehicle for Approving Teacher Education Programs, as submitted. Motion carried 6-1 (Mr. Lewis voted Nay).**

Mr. Luna presented this item. He noted that the reviews will take place on a three-year cycle, rather than the current seven-year cycle. Mr. Lewis suggested that the language of the draft seems to be substantive. Mr. Luna explained that this is a first reading and he will visit with SDE staff for more clarification.

6. Proposed Rule – IDAPA 08.02.02.120 – Rules Governing Uniformity – Local District Evaluation Policy

**M/S (Luna/Goesling): To approve the Proposed Rule changes to IDAPA 08.02.02.120 Rules Governing Uniformity, Local District Evaluation Policy, as submitted. Motion carried unanimously.**

Mr. Luna presented this item. He noted that there are dates included in the rule for various actions that have to take place. Board President Westerberg asked for clarification on the parent input. Mr. Luna indicated that the local district makes that determination. Mr. Lewis asked if would be advisable to indicate that some weight be given to this point in terms of it being more substantial. Mr. Luna explained that there was a lot of discussion during the consideration of this legislation to give local boards flexibility. Mr. Lewis suggested this rule

should give further guidance to the schools. Mr. Luna noted this rule speaks to the time lines, not the local board responsibility. He will check to see what the law says. Mr. Westerberg pointed out that any clarity that can be given to the local board would be helpful.

Mr. Lewis asked about the parent input section and the evaluation period. He suggested that the wording makes it sound like the parental input applies to only one part of the year. Mr. Luna explained that the parental input has to be collected by February 1 in order for it to have an impact on the contract, which has another due date.

Mr. Lewis asked about the dates of the student evaluation. He suggested that there should be a due date attached to the student achievement evaluation. Mr. Luna explained the process of teacher evaluation process. Mr. Lewis asked if the language of the rule states the intent of SDE as to how it wants this to work. Board member Atchley asked for clarification in terms of what local boards can use as the student achievement piece of the job evaluation of teachers.

7. Proposed Rule – IDAPA 08.02.02.140 – Rules Governing Uniformity – Accreditation

**M/S (Luna/Atchley): To approve the Proposed Rule change to IDAPA 08.02.02.140, as submitted. Motion carried unanimously.**

Mr. Luna presented this item.

8. Temporary/Proposed Rule – IDAPA 08.02.03.105-106 – Rules Governing Thoroughness – High School Graduation

**M/S (Luna/Goesling): To approve the Temporary/Proposed Rule changes to IDAPA 08.02.03.105 Rules Governing Thoroughness, High School Graduation Requirements, as submitted. Motion carried unanimously.**

Mr. Luna presented this item. Mr. Lewis asked if there was input from the universities or other postsecondary institutions as to the validity of the ACCUPLACER as a replacement for COMPASS. Mr. Luna indicated that the postsecondary institutions were involved in the discussion and considerations.

**M/S (Luna/Goesling): To approve the Temporary/Proposed Rule changes to IDAPA 08.02.03.106 Rules Governing Thoroughness, Advanced Opportunities, as submitted. Motion carried unanimously.**

Mr. Luna presented this item. This rule change deals with two aspects of high school graduation requirements: dual credit as it pertains to the senior project requirement and college entrance examinations. Mr. Luna noted that discussions related to the college entrance examinations resulted in a recommendation from the committee that Idaho used the SAT as the college entrance exam. This rule adds the test ACCUPLACER, run by the College Board who administers the SAT. It is equivalent to COMPASS, run by ACT. The other part of this item allows for flexibility for special education students to opt out an accommodation cannot be met.

9. Proposed Rule – IDAPA 08.02.03.111 – Assessment in Public Schools

**M/S (Luna/Goesling): To approve the Proposed Rule changes to IDAPA 08.02.03.111, Subsections 03, 06, 07, as submitted. Motion carried 6-1 (Mr. Lewis voted Nay).**

Mr. Luna presented this item. Board member Atchley asked about the timeline for the

consortium to get the new assessments out to the state. She also asked about the number of math assessments. Carissa Miller of SDE discussed the three-year rollout of the Smarter Balance tests. Ms. Atchley asked what Idaho will use in the meantime if this rule eliminates these tests. Mr. Luna explained that these tests will still be available to the schools if they want to use them. In addition, schools and teachers have access to a variety of assessments that they can use specifically related to math, that are tied to Idaho's Common Core Standards. Ms. Atchley expressed concern that there won't be a statewide test for three years. Mr. Luna clarified that statewide testing is done with the ISAT for math in every grade and once in high school.

Mr. Westerberg pointed out that several years ago these two tests were identified as being problematic. This motion changes the policy so they are no longer required. Carissa Miller explained that Idaho is in the process of acquiring the end-of-course exit exams.

#### 10. Approval for New School Status for Schools in Restructuring

**M/S (Luna/Atchley): To accept the recommendations by the Subcommittee on Restructuring and grant "New School" status to the submitted schools in Restructuring, as submitted. Motion carried unanimously.**

Mr. Luna presented this item. Board President Westerberg asked to see the scoring sheets on the schools that were not granted new school status. Mr. Luna will forward that information to Mr. Westerberg.

#### 11. School Districts' Trustee Boundary Rezoning

**M/S (Luna/Soltman): To approve the Idaho school districts trustee boundary rezoning proposals for those school districts listed under "Recommended for Approval," as submitted. Motion carried unanimously.**

**M/S (Luna/Goesling): To disapprove the Idaho school districts trustee boundary rezoning proposals for those school districts not meeting the submittal requirements and are listed under "Not Recommended for Approval," as submitted. Motion carried unanimously.**

Board member Soltman asked for clarification as to why these districts are not recommended. It was noted it was for various reasons, but primarily for not splitting the census blocks. Some lacked information and some were late in being submitted. Mr. Luna explained that they will have 45 days from the time the Board identifies them as not approved to submit a new proposal.

The Board went on to discuss several trustee zone proposals as follows.

#### Boise School District

- **M/S (Luna/Soltman): To approve BOISE INDEPENDENT DISTRICT trustee zone proposal, as submitted. Motion carried unanimously.**

It was explained that Boise is a charter district and it operates under that charter; its charter supersedes state law. This means that it is not required to comply with a number of state laws.

Dr. Rush clarified that the Board is authorized to approve the zone proposals. Tracie Bent noted

that upon review of the code, the Deputy Attorney General indicated that the Board does need to vote on this item for the Boise district.

#### Cottonwood Joint District

- **M/S (Luna/Atchley): To approve COTTONWOOD JOINT DISTRICT trustee zone proposal, as submitted. Motion carried unanimously.**

#### Emmett Independent District

- **M/S (Luna/Goesling): To approve EMMETT INDEPENDENT DISTRICT trustee zone proposal, as submitted. Motion failed unanimously.**

**M/S (Luna/Soltman): To disapprove the EMMETT INDEPENDENT DISTRICT and add it to the not recommended for approval list. Motion carried unanimously.**

Emmett is a charter district. However, it is exempt from the law only where its charter specifically indicates it is exempt. This point is one of those areas where their charter is vague.

#### Lewiston Independent District

- **M/S (Luna/Soltman): To approve LEWISTON INDEPENDENT DISTRICT trustee zone proposal, as submitted. Motion carried unanimously.**

Lewiston is a charter district and similar to the Boise district in how its charter is written.

#### Oneida County District

- **M/S (Luna/Goesling): To approve ONEIDA COUNTY DISTRICT trustee zone proposal, as submitted. Motion carried 5-2 (Mr. Westerberg and Mr. Soltman voted Nay).**

The Oneida County District is separated by a mountain range. Traditionally this is how they've drawn their boundaries and the situation has not changed over time. The Board discussed how best to consider this item. There was some concern about the impact on the district if the motion didn't pass.

Following the conclusion of this item, Mr. Luna was excused for the remainder of the meeting.

## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

### **SECTION I – HUMAN RESOURCES**

#### 1. Amendment to Board Policy – Section II.D. – Categories of Employees – General Definitions – Second Reading

**M/S (Soltman/Goesling): To approve the second reading of the proposed amendments to Board policy II.D.2. as presented. Motion carried unanimously.**

Board member Soltman presented this item.

2. Amendment to Board Policy – Section II.F. – Policies Regarding Non-Classified Employees and Section II.G. – Policies Regarding Faculty (Institutional Faculty Only) – Second Reading

**M/S (Soltman/Atchley): To approve the second reading of the proposed amendments to Board Policy II.F and II.G. as submitted. Motion carried unanimously.**

Board member Soltman presented this item.

3. University of Idaho – Employment Agreement – Head Swim Coach

**M/S (Soltman/Goesling): To approve the University of Idaho's multi-year employment contract for head intercollegiate swimming coach, Mark Sowa, for a three year term commencing on July 11, 2011, and terminating on July 10, 2014, in substantial conformance with the contract submitted to the Board as Attachment 1. Motion carried unanimously.**

Board member Soltman presented this item and noted it follows the model contract design. Mr. suggested that the Board ask the institutions to consider looking at a better incentive that includes student academic achievement. Board member Atchley agreed there should be stronger incentives.

4. University of Idaho – Employment Agreement Extension – Athletic Director

**M/S (Soltman/Atchley): To approve the University of Idaho's multi-year employment contract for Athletic Director, Robert Spear, for a five year term commencing on August 13, 2011, and terminating on August 12, 2016, in substantial conformance with the contract submitted to the Board as Attachment 1. Motion carried 5-1 (Mr. Westerberg voted Nay).**

Board member Goesling indicated that the Board should look at the APR performance as it reflects the accomplishments of the athletic department. Board President Westerberg indicated he would vote against this because it is a contract with an athletic director. Board member Lewis asked if there are other five-year contracts. Dr. Nellis noted that the head football and basketball coaches have five-year contracts. Mr. Westerberg asked for a report on where we have multi-year contracts and what they are. Mr. Lewis suggested there should be some across-the-board limitations applied to long-term contracts. Mr. Westerberg indicated this topic will go to the Business Affairs and Human Resources committee for more discussion about the length of contracts.

The following items were moved from the Consent Agenda.

1. Consent Agenda Item - BAHF – Section I – University of Idaho – Policy Change – Promotion and Rank – Clinical Faculty

**M/S (Soltman/Atchley): To approve changes to University of Idaho policies for clinical faculty as set forth in the materials submitted to the Board. Motion carried unanimously.**

Board member Soltman presented this item. He invited Provost Baker from UI to discuss this item. It was noted that this policy change pertains to the ranking of clinical faculty. Board member Lewis asked if there was consistency nationally with respect to the terminology used

and if this policy is consistent with national use. Dr. Baker indicated that it is consistent. Mr. Soltman reflected that as a lay person, the word clinical implies a medical term to him. Dr. Baker pointed out that in academia it is a common term and usage. Ms. Grace explained that BSU uses the term in education and health related fields. ISU uses it regarding health related fields only.

2. Consent Agenda Item - BAHF – Section I – University of Idaho – Policy Change – Constitution of the University Faculty

**M/S (Soltman/Goesling): To approve changes to University of Idaho Faculty Staff Handbook 1520 regarding clinical faculty as set forth in the materials submitted to the Board. Motion carried unanimously.**

**SECTION II – FINANCE**

1. FY 2013 Line Items

**M/S (Soltman/Lewis): To approve the FY 2012 Supplemental Appropriation Request for Idaho Division of Vocational Rehabilitation in the amount of \$367,000 in general funds as shown on Attachment 1, Tab 1a page 1. Motion carried unanimously.**

Don Alvesshere, IDVR Administrator, discussed IDVR's supplemental request. Mr. Freeman noted that Attachment 2 will include the revised numbers for Vocational Rehabilitation.

**M/S (Soltman/Edmunds): To approve the Line Items for the agencies and institutions as listed in Attachment 2, tab 1b, page 1, and to authorize the Executive Director to approve the MCO and Line Item budget requests for agencies and institutions due to DFM and LSO on September 1, 2011.**

**Substitute M/S (Lewis/Soltman): To approve the following Line Items for the agencies and institutions: Unfunded Enrollment Workload Adjustment, CAES, Occupancy Costs, and Biomedical Research. And to authorize the Executive Director to approve the MCO and Line Item budget requests for agencies and institutions due to DFM and LSO on September 1, 2011.**

**Second Substitute M/S (Soltman/Goesling): To approve the Line Items for the agencies and institutions as listed in Attachment 2, tab 1b page 1, with the addition of Unfunded Enrollment Workload Adjustment, and to authorize the Executive Director to approve the MCO and Line Item budget requests for agencies and institutions due to DFM and LSO on September 1, 2011. Motion carried unanimously.**

Board member Lewis asked if the Board is forwarding the items from the institutions onto the Legislature, or if the Board desires to prioritize the list. Mr. Freeman explained that the Board did prioritize the items on the list at the Board meeting in June; however, the Board did not evaluate the merit of those requests.

There was lengthy discussion about how best to proceed. Board member Edmunds suggested it would be important to have the discussion. Board member Soltman recollected that there is no money to fund these, but the list does need to be forwarded for the benefit of the Legislature.

Mr. Freeman indicated that at the last Financial Vice Presidents' meeting there was agreement that the unfunded enrollment workload adjustment should be included as a line item.

In response to a question, Mr. Freeman pointed out that there is a competing balance to show the Legislature what the needs are without overwhelming them. If Unfunded Enrollment Workload Adjustment is the focus, then to add more to the list may be a distraction.

A substitute motion was entertained to include the items that the Board wants to forward to the Legislature; it did not include strategic initiatives. Kirk Dennis of the Division of Professional-Technical explained to the Board that the Division's line item request was arbitrarily listed under the strategic initiatives. If strategic initiatives is not included in the motion, it will be very problematic to PTE.

The institutions were invited to weigh in on the discussion. Stacy Pearson from BSU noted that the institutions understand that not many line items will be funded, if they are funded at all; the institutions would be happy to just recover some of the MCO funds. Jim Fletcher from ISU pointed out that the institutions haven't received enrollment workload adjustment funds in years. The institutions recognize that they need to have CAES, occupancy costs, and enrollment workload adjustment on the list. Ron Smith from UI indicated that if UI can get CEC, enrollment workload adjustment, and CAES, it will be happy. Chet Herbst from LCSC responded that the institutions have followed the directives from the Board and submitted their lists. The only requests that came to the Board were the essential ones, and a number of them are listed in strategic initiatives.

**M/ (Soltman/Died for lack of a second): To prioritize the Line Items for the College and Universities as listed in Attachment 2, tab 1b, page 102, as follows: (1) Prior-Years Unfunded Enrollment Workload Adjustment; (2) CAES; (3) Biomedical Research; (4) Occupancy Costs; and (5) Strategic Initiatives.**

**Substitute M/S (Lewis/Edmunds) To prioritize the Line Items for the College and Universities as listed in Attachment 2, tab 1b, page 102, as follows: (1) Prior-Years Unfunded Enrollment Workload Adjustment; (2) CAES; (3)Occupancy Costs; (4) Biomedical Research; and (5) Strategic Initiatives. Motion carried unanimously.**

2. Amendment to Board Policy – Section V.E. – Gifts and Affiliated Foundations – First Reading

**M/S (Soltman/ Lewis): To approve the first reading of the amendment to Board Policy V.E.2.c. – Gifts and Affiliated Foundations as submitted. Motion carried unanimously.**

Board member Soltman presented this item.

3. Amendment to Board Policy – Section V.F. – Bonds or Other Indebtedness and Section V.K. – Construction Projects – Second Reading

**M/S (Soltman/Edmunds): To approve the second reading of the amendment to Board Policy V.F., Bonds and Other indebtedness; and V.K., Construction Projects, as presented.**

**By unanimous consent this item was returned to the BAHF committee for further work.**

Board member Soltman presented this item. Board member Lewis raised a point related to receiving a grant. Mr. Freeman directed Mr. Lewis to further language in the policy that has to do with the institutions' six year plans. The thinking is that if the Board has approved the six-



year plans, then institutions cannot accept or solicit a grant that is not on the plan. Mr. Lewis pointed out that the six-year plans are a notice, but not a request for approval.

Mr. Lewis asked about major project approval related to planning and design. The policy does not say that it cannot be concurrent with construction. He noted this is a technical point. There was discussion about the difference between the solicitation of gifts and the acceptance of gifts. The policy allows the institutions flexibility to spend funds to explore the possibility of the project.

Mr. Lewis reiterated that the question for him has to do with when is it appropriate for the institutions to raise funds for a project. The points that need to be clarified are how the institutions raise funds, when they may accept funds, and when plan approval takes place. Mr. Lewis noted that the design-build should include the same steps as the design-bid process. Board President Westerberg suggested this item be returned to the Business Affairs and Human Resources committee for further refinement on the issues raised by Mr. Lewis.

#### 4. FY 2013 Capital Budget Requests

**M/S (Soltman/Lewis): To recommend no major capital funding for FY 2011 and have the Permanent Building Fund Advisory Council concentrate upon Alterations and Repairs and other non-major projects. Motion carried unanimously.**

**M/S (Soltman/Atchley): To approve the six-year capital construction plans for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College. By unanimous consent the motion was deferred until the full package comes back to the Board.**

Matt Freeman noted that the second motion was predicated on the policy related to bonds and gifts. He suggested it might make sense to hold this motion until that policy is revised and returned to the Board for approval.

#### 5. Boise State University – Bronco Stadium Expansion – Dona Larsen Park Facility Construction

**M/S (Soltman/Edmunds): To approve Boise State University's request to construct facilities and improvements for Dona Larsen Park for an amount not to exceed \$6 million. Motion failed 1-5 (Mr. Westerberg voted Aye).**

Stacy Pearson presented this item. She noted that BSU has \$6 million cash in hand from private gifts for this project. She asked for guidance as to when BSU can begin raising funds regarding this project. Board members Lewis and Edmunds raised questions about the sufficiency of the parking associated with this project. They discussed safety concerns, pointing out that the facility seats over 5,000 people and there are only 65-75 parking spaces. If the facility is going to be used for high school sporting events, the possibility of kids crossing back and forth across busy streets is bothersome.

After some discussion, the Board asked BSU to bring back a solid proposal. Due to timing constraints, Ms. Pearson will talk to the facilities staff at BSU to see when that needs to take place. Mr. Lewis suggested that the Board have a special meeting at the end of August, or first part of September to consider this item again.

6. Boise State University – Enterprise System Roadmap Project Manager Contract

**M/S (Soltman/Goesling): To approve the request by Boise State University to approve the Services Agreement, as submitted to the Board as Attachment 1, with Huron Consulting for Enterprise System Roadmap project management services for a total cost not to exceed \$1.2 million, and to authorize the Vice President for Finance and Administration to execute the Services Agreement on behalf of the Board. Motion carried unanimously.**

Board member Soltman presented this item.

The following item was moved from the Consent Agenda to further consideration.

6. Consent Agenda - BAHF – Section II – Boise State University – Space Planning Study – College of Engineering

**M/S (Soltman/Lewis): To approve Boise State University's request to proceed with a space planning study for the College of Engineering for a cost not to exceed \$350,000. Motion carried unanimously.**

Board member Goesling suggested there be a system approach in the use of existing facilities in the same geographic area. He asked BSU to bring information that shows it has looked at the possibility of using other facilities when they return with their design.

7. University of Idaho – Site and Facilities Lease – Public Transportation Center

**M/S (Soltman/Atchley): To approve the memorandum of agreement, the site lease and the facility lease with the City of Moscow in substantial conformance to the forms submitted to the Board in Attachment 1 through 3, and to authorize the University's Vice President for Finance and Administration to execute the same. Motion carried unanimously.**

Board member Soltman presented this item. Mr. Lewis asked about the length of the lease with the city. Mr. Smith said it is 40 years with an option to extend.

**SECTION III – ATHLETICS**1. University NCAA Academic Progress Rate (APR) Scores

Board member Atchley presented this item. She noted that the Board has the information in the Board agenda materials. She invited institution representatives to come forward.

Dr. Nellis of UI commented briefly related to APR. Significant progress continues to be made. Dr. Vailas of ISU noted that strategies have been put in place with the idea of improving the APR's. Athletics is part of the student success strategy, not a stand-alone program. Additional staff have been hired to advise athletes and academic affairs has been involved in screening future athletes. Stacy Pearson reported that BSU is pleased with the APR progress. Dr. Fernandez noted that LCSC is not ranked the same way, but it does have other measures they adhere to.

Ms. Atchley raised the point about making sure that coaching contracts have stronger incentives for APR. That is something all the Board is interested in. She asked the institutions to give some thought to what those parameters might be and how they could be included in the contracts.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS****1. Experimental Program to Stimulate Competitive Research (EPSCoR) Annual Summary Report**

Board member Edmunds introduced this item. He invited Rick Schumaker from UI to comment. Mr. Schumaker overviewed EPSCoR, its recent accomplishments, and projects it has been involved with. He referred the Board to his presentation as he discussed EPSCoR's efforts in Idaho. He noted that the total amount of grant awards coming to Idaho is increasing.

As a side note, Mr. Schumaker reported that the National NSF EPSCoR Conference will be held in Idaho in October 2011. Mr. Edmunds thanked Mr. Schumaker and congratulated Idaho's EPSCoR for bringing the conference to Idaho. He and Board member Soltman will attend.

**2. Boise State University – Approval of Full Proposal – Ed.D. Educational Technology**

**M/S (Edmunds/Atchley): To approve the request by Boise State University to offer a Doctor of Education in Educational Technology. Motion carried 5-1 (Lewis voted Nay).**

Board member Edmunds presented this item. Dr. Marty Schimpf and Dr. Ross Perkins of BSU were introduced to provide additional background information about this program. Board member Lewis asked about the fees. Dr. Schimpf indicated that the fees are generated by the program, which is built on the masters' program. The goal is to start the program slowly and grow it as demand increases. Dr. Perkins explained that the numbers that are in the Board materials are based on a feasibility study. He noted that the personnel and operating expenses are covered as part of the master's program.

There was discussion about how best to determine the true costs and revenues connected to the doctoral degree since the numbers overlap the master's degree program. Dr. Perkins explained that the master's program is already in existence. By adding the doctoral program to the master's program, small incremental costs will be added to the doctoral program as it grows. But, both programs will use the same facilities and the same instructors.

In terms of how this program interfaces with UI and ISU, BSU has had conversations with both universities. This proposal has also been discussed at the CAAP meeting and approval there to bring it forward to the Board was unanimous. UI offered to collaborate any way they could.

Dr. Rush asked for clarification related to capacity to add more students. Dr. Perkins noted that BSU will be able to add more students without reducing the number of master's degree students, and without reducing the quality of the master's degree program. Stacy Pearson explained further what the costs will be and how they will be covered.

Mr. Lewis expressed concern that the proposal doesn't lay out enough detail. Ms. Atchley referred to page 14 and the graduation rates listed. She noted that she is concerned about students starting an expensive program, but not finishing. Dr. Perkins explained that the graduation rates for the master's program are rapidly improving. The program is at capacity and beyond in the capstone courses. He went on to point out that as far as students coming into the program and not finishing, it is important to remember that many students are trying to retool themselves and want to try things out. In addition, many students have other obligations as well, including families to support. This means that students are under increased financial pressure to postpone their education in order to take a job.

Ms. Atchley said she would like to have additional information about the graduation rates so the Board can see how these types of programs perform. Selena Grace explained that the chart Ms. Atchley is referring to doesn't reflect the graduation rates of the program. It is a reflection of the number of graduates in a year. That is a short-coming of this chart, however Board staff is working to address that; it is on the CAAP agenda in September.

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

**M/S (Edmunds/Soltman): To approve the first reading of proposed amendments to Board Policy III.V Higher Education Research to include the restructure of HERC and to retain the language in section 1.d pertaining to HERC membership that reads “a representative of LCSC”. Motion carried 5-1 (Mr. Goesling voted Nay).**

Board member Edmunds presented this item. There is one change to the proposed amendment to include a representative from LCSC. It was noted that the intent to keep LCSC on the committee is so that all the four-year institutions are included. Board member Goesling suggested that the community colleges should be included as well. It was noted that the focus is on the higher level of research that is found on four-year campuses.

4. Second Reading – Proposed Amendments to Board Policy III.V.3. – Associate of Applied Science Degree

**M/S (Edmunds/Atchley): To approve the second reading of Board Policy III.V.3. Associate of Applied Science Degree as submitted. Motion carried unanimously.**

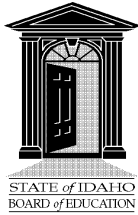
5. Second Reading – Proposed Amendments to Board Policy III.M. – Accreditation

**M/S (Edmunds/Soltman): To approve the second reading of Board Policy III.M. – Public Postsecondary Accreditation – as submitted. Motion carried unanimously.**

**OTHER BUSINESS**

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

**M/S (Soltman/Atchley): To adjourn the meeting at 4:50 p.m. Motion carried unanimously.**



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

**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
September 9, 2011  
Special Teleconference Meeting  
Boise, ID**

A special teleconference meeting of the State Board of Education was held September 9, 2011. It originated from conference room 302 of the Len B. Jordan building in Boise Idaho. President Richard Westerberg presided and called the meeting to order at 2:00 p.m. A roll call of members was taken. Rod Lewis joined the meeting at 2:05 pm.

**Present:**

Richard Westerberg, President  
Emma Atchley  
Milford Terrell  
Tom Luna

Ken Edmunds, Vice President  
Don Soltman, Secretary  
Bill Goesling  
Rod Lewis

**BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR)**

1. University of Utah School of Medicine Contract

**Discussion:**

Mr. Terrell introduced the item and indicated the item is an amendment to the University of Utah School of Medicine contract. Mr. Terrell reported that the BAHR Committee has no discussion on this item at this time.

**BOARD ACTION**

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

Further discussion was initiated by Board member Bill Goesling. He offered a series of questions related to the item. The questions are as follows:

1. What are the costs of this program compared to the costs of the WWAMI program?
2. What is the graduation rate at the University of Utah as well as the WWAMI program?

3. What is the number of graduates from each program that return to the state of Idaho to practice?
4. What is the number of Hispanic and Native American Indians who have participated or who are participating in the program?

Milford Terrell indicated that much of Mr. Goesling's questions had been considered in the five-year study done on the University of Utah School of Medicine. Mr. Terrell also indicated that the committee has a total breakout of the requested data and that Matt Freeman would be able to elaborate. Mr. Freeman commented that there is data available that would answer Mr. Goesling's questions in detail. He did comment that there was not data on the number of returning students to Idaho because the University of Utah does not track them. Mr. Freeman indicated he would need to contact the University of Utah to get the demographic data. He also commented that Idaho is a net importer of University of Utah School of Medicine graduates.

President Westerberg asked that Mr. Goesling be supplied with the data to answer his questions at a later time given the Committee had already reviewed the data in entirety before proposing the contract amendment. Mr. Terrell reiterated to Mr. Goesling that the areas of concern brought forward had previously been reviewed and addressed as part of the evaluation process by the BAHF Committee. Mr. Terrell also pointed out that the language in the contract had previously been approved by the Board and that today they were simply making a slight amendment to that language. No further questions were discussed.

A roll call vote was taken and the motion was unanimously passed.

2. Boise State University – Construction of Dona Larsen Park Facilities

**BOARD ACTION**

**M/S (Edmunds/Goesling):** 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.

**Discussion:**

Given today's motion is to reconsider the motion from August 11, 2011, Don Soltman asked the Board what had changed between August and now. Milford Terrell proceeded to introduce Stacy Pearson and others from Boise State University (BSU) to respond on what they had done since the motion was previously before the Board in August.

A roll call vote was taken and the motion passed unanimously.

Further discussion was initiated by Milford Terrell who introduced Stacy Pearson from Boise State University to talk about the construction of Dona Larsen Park. Ms. Pearson introduced Associate Vice President and General Counsel Kevin Satterlee, Associate Vice President of Campus Planning and Facilities James Maguire and Executive Director for Finance and Planning Jared Everett from Boise State University. Additionally from the Boise School District, Board President AJ Balukoff, Deputy Superintendent Pete Bailey and the School District's Athletic Director Matt Kobe.

Stacy Pearson provided an overview of how they arrived at the current point from where they were at the last Board meeting in August. Ms. Pearson indicated that they went through various

processes and approvals with the School District, Boise City and the Ada County Highway District (ACHD) to arrive where they are currently in the process. Ms. Pearson reminded the Board that in February they did approve Boise State University's request to enter into the design phase of the project. Consequently, the University Staff are present today to seek approval to proceed with construction under the design build contract.

James Maguire provided a process overview where Boise State University worked with the Division of Public Works and also retained a design build construction team for the project. He commented that in keeping with the joint use agreement with the Boise School District, they arrived at a design for the use of the Dona Larsen Park. In conjunction of the design of the park, they also reviewed traffic plans with ACHD and went through the conditional use permit process with the City of Boise. The plan before the Board has 81 parking spaces on the site which is sufficient to meet the parking needs of 90% of 260 events that are projected to be on an annual basis at the site. For the 26 other events which are large high school and state track meets, Boise State has put together a more detailed parking and pedestrian mitigation.

Ms. Pearson interjected that they changed the agenda item, contained in the materials provided to the Board for this meeting, to summarize the details of the parking plan and also added an attachment which details a parking and safety plan

Jared Everett walked the group through attachment 7 of the materials referenced that was a PowerPoint handout noting the high points of the Dona Larsen Park transportation and parking management plan. Mr. Everett commented that they had met with the Neighborhood Association, ACHD, the City of Boise Planning and Zoning Department. He indicated the entities who were met with were in support of the project. Mr. Everett confirmed that roughly 10% of the events that will occur on site cannot be accommodated completely with on-site parking. Consequently, Mr. Everett pointed out that adjacent and proximate parking is being provided and those lots are connected by a shuttle route. Mr. Everett continued with discussion of six reference points from the handout in detail, as well as benefits to school districts using the park.

Stacy Pearson reminded the Board that throughout discussions with the School District, the District has made clear their preference for the land use agreement conditions over other options, in that the District has the ability to utilize the facilities at the Dona Larsen Park as well as Bronco Stadium for District high school football games and track meets.

Bill Goesling thanked BSU and the School District for their efforts since the last board meeting. Mr. Goesling further asked how this decision would apply to the Board's 60% goal and gender equity concerns. Ms. Pearson indicated that by having these facilities, it would attract students to come to the university and to stay and complete their course of study. With regard to the gender equity issue, this facility certainly provides additional facilities to support women's track and field and potentially women's soft ball, as well as practice and competition facilities for other sports.

Milford Terrell asked if the University would be charging for use of the URS parking lots. Mr. Everett indicated yes, and that the School District has the option to use savings through their agreement with BSU and could elect to subsidize the cost of parking, making it free. Pete Bailey, Deputy Superintendent from Boise School District offered comment and indicated they were pleased by their level of involvement with Boise State to be a part of the traffic management plan and are very supportive of BSU's plan overall. He further stated it is the District's intent to utilize the equity of the School District from the land exchange so that patrons will not have to pay for parking for the events at Dona Larsen Park.

Emma Atchley asked the School District how other school districts wanting to use the facilities would be treated. Mr. Bailey commented that should they be hosting an event where an out of town team attended, they would certainly work with the athletic directors and principals of each school on how to access the facility and parking. Additionally, there would be no cost to those out of town school districts. Mr. Kobe offered comment that state events are run by Idaho High School Activities Association (IHSAA) and they are in discussion of how the Dona Larsen facility would be used for such events.

Mr. Lewis asked Ms. Pearson if there was an agreement with the School District to use Dona Larsen Park or if the stadium would also be available. Ms. Pearson stated that the School District could use either the Dona Larsen Park or the stadium at BSU if it was available, and that it will remain an option for the schools. Mr. Lewis expressed concern about a university providing a venue for high school football and other activities. Ms. Pearson commented that it was a collaborative effort between the university and the school districts to collaborate on these types of operations. At the time it was considered positive interaction between partners. Mr. Satterlee offered a short term answer that the School District, by statute, could not sell the site to the University, and entered into a land exchange instead. Additionally, Mr. Satterlee also offered a long term answer that historically, for over 50 years, high school football has been played at the stadium and it has been traditional to do so.

Mr. Satterlee additionally clarified that the School District will use its equity first and then enter into a rental agreement for use of the facility. Mr. Lewis asked who would be carrying responsibility for safety and other problems. In response, Mr. Satterlee offered that from the agreement as currently written, BSU manages the facility and the School District manages the event. Summarily, Boise State University will be responsible for their own acts and omissions and the School District will be responsible for their own acts and omissions. Additionally, Mr. Satterlee commented that this agreement has been considered as an acceptable safety plan.

Mr. Terrell asked for a statement for the record by the School District of what Mr. Satterlee commented on. Mr. Pete Bailey said as a representative of the School Board that they are in agreement with Mr. Satterlee, and they are working together on the specifics of an operation plan for events. Mr. Edmunds asked if an indemnification clause could be included in contractual arrangements. Mr. Lewis agreed with the suggestion and commented it should be a condition of the agreement. Milford asked for a response from the School District on that comment. Mr. Bailey pointed out the section of indemnity in the current paperwork between the School District and the University and read the language for the group.

Mr. Luna asked how safety incidents have been dealt with in the past. Kevin Satterlee indicated there had not been a claim thus far. Mr. Lewis suggested that the motion should include language that the district is taking responsibility for the safety zones along with the indemnification language.

Mr. Terrell asked for a statement from the School District. Mr. Bailey indicated the School District's legal representative was not present, and recommended further review of any legal details by their counsel before a statement of record be made.

Further discussion around the use agreement between the University and the School District took place. For clarification with regard to the motion, Mr. Lewis asked if there is a use agreement that falls into place automatically between the university and the Boise School District with respect to the Dona Larsen Park if construction is approved. In response, Mr. Satterlee indicated that a new use agreement would need to be entered into. He clarified that there is an



underlying land swap that builds some of the framework for a use agreement, but historically and going forward, they have an annual lease agreement that they sign with the School District allowing use of the stadium.

Mr. Lewis offered an amended motion.

**BOARD ACTION: (Revised Motion)**

**M/S (Lewis/Terrell):** 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. **And hereby authorize Boise State University to enter into a use agreement with the Boise School District provided the Boise School District provides appropriate indemnification, safety and security services, and appropriate co-insurer protection for Boise State University all in relation to Boise School District's use of the Dona Larsen Park facilities and associated parking facilities provided by Boise State University.**

**Discussion:**

Mr. Goesling recommended that the Boise School District have an opportunity to speak to their legal counsel before moving forward. Mr. Goesling further recommended authorizing Boise State University to construct the facility and then deal with the use agreement secondly. Mr. Lewis commented that as stated, the construction of the project is not contingent upon the use agreement. Further, the motion does not restrict the Boise School District from negotiations with Boise State University. Mr. Lewis recommended someone on the Board's behalf ensure the appropriate provisions are set forth in the contract when it comes time for approval.

A roll call vote was taken and the motion passed seven to one. Mr. Goesling voted nay on the motion.

President Westerberg asked State Board Executive Director, Mike Rush, to follow-up on the negotiations and to provide any direction that may be necessary.

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS (IRSA)**

1. System-wide Blackboard Contract

**Discussion:**

Mr. Edmunds introduced Ms. Grace for discussion on this item. Ms. Grace summarized that in November 2010, she had initiated negotiations based on the requests of several of the public institutions to enter into a statewide agreement with Blackboard for some of their technology services. Ms. Grace indicated she had met with the Division of Purchasing to determine what their requirements would be to proceed with the agreement and received their direction and authorization to proceed. Since then, Ms. Grace has been working with Blackboard to obtain the technological services that would best serve the institutions as well as Idaho Digital Learning Academy (IDLA). IDLA is also part of the contractual agreement with Blackboard. Summarily, the Office of the State Board of Education and IDLA entered into a system-wide contract with Blackboard for a suite of seven services. Ms. Grace commented that additionally the contract has the option to have school districts and other institutions added. Ms. Grace indicated an approximate 70% discount for the group collaboration was received, in comparison to each of the institutions entering into a contract privately with Blackboard; as well as significantly less annual increases in the contract.

Mr. Luna asked if she was required to go through an rfi or rfp process since there are other vendors who offer this service. Ms. Grace indicated they did inquire with the Division of Purchasing and were directed to use Blackboard for the educational discount that would be received. Mr. Edmunds asked how many institutions were initially using Blackboard. Ms. Grace indicated that all eight institutions had been using Blackboard. Ms. Grace further indicated a letter was obtained from the Division of Purchasing for approval of the Board to move forward with a contract with Blackboard.

### **BOARD ACTION**

**M/S (Edmunds/Terrell):** 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.

A roll call vote was taken and the motion passed unanimously.

### **2. Institution Mission Statements**

#### **Discussion:**

Mr. Edmunds stated that this item deals with the approval of the mission statements of Boise State University, Idaho State University, University of Idaho and Lewis Clark State College. Mr. Edmunds stated there needs to be a mission statement in place for the universities and Lewis Clark State College to submit their year-one report to the Northwest Commission on Colleges and Universities (NWCCU). Summarizing, Mr. Edmunds commented that he feels the mission statements need more work and more direction from the Board because they are very inconsistent in how they are prepared and stated.

Mr. Edmunds turned the floor over to Selena Grace for discussion of what the mission statements are about. Ms. Grace indicated that there is a need for discussion about meeting some of the institution's requirements for accreditation. Their year-one report is due to the NWCCU by September 15. At the last Board meeting the institutions were directed to take their mission statements back to their faculty and staff, leaving a very brief time in which to work on them to meet the accreditation requirement. Ms. Grace stated that if there is not significant issue with the mission statements, the Board has the option of approving them, and between now and February, IRSA and the Board would work with the institutions to refine the mission statements. This would also allow time for the institutions to bring forward any discussion to the IRSA Committee of their statewide program responsibilities.

Mr. Terrell recommended approving the statements as presented today and follow up with Board review in the April meeting which would include presidents and provosts.

Ms. Grace pointed out that the mission statements cannot be called "draft" mission statements and that it is important for the institution's accreditation that they are submitting a mission statement that is approved by their board and recognized throughout their campus community. She commented that there is time to review the mission statements before the year-two update for accreditation and make revisions to their year-one report. Ms. Grace further commented that for reporting purposes, if the Board gives the institutions a directive to change their roles and responsibilities or their mission statements, then that is what needs to be reported to the NWCCU for their year-one report.

Mr. Luna asked if the existing mission statements quality to be submitted. Ms. Grace commented that the mission statements, as they are now, cannot draw out core themes as required for the new

year-one accreditation report requirement by NWCCU. Their core themes are ultimately what the institutions will be tracked and monitored on. Summarily, the year-one report needs to include the mission statement and core themes, and the current statements do not address what those core themes are.

**BOARD ACTION**

**M/S (Edmunds /Westerberg):** I move to approve the mission statements for Boise State University, Idaho State University, the University of Idaho and Lewis Clark State College as submitted.

A roll call vote was taken and five votes were in favor of the motion. The votes of Don Soltman, Emma Atchley and Bill Goesling were in opposition of the motion. The motion has passed.

**Discussion:**

Mr. Edmunds stated that IRSA will work with the institutions on their mission statements and then return to the Board with information for use in a work session by the Board. Mr. Edmunds asked that the work session be scheduled by February for the Board meeting. President Westerberg and other Board members were in favor of this recommendation. Consequently, IRSA will proceed with a work session to review mission statements. Additionally, Mr. Edmunds asked for future feedback from the other board members on where they perceived the holes to be within the mission statements.

**PLANING, POLICY & GOVERNMENTAL AFFAIRS (PPGA)**

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

**Discussion:**

Mr. Soltman offered general comments on the collective discussions of the committee members involved in the development of the proposed rule.

**BOARD ACTION**

**M/S (Soltman/Terrell):** I move to approve the Proposed Rule change to IDAPA 08.02.03. – Rules Governing Thoroughness as submitted.

**Discussion:**

Mr. Luna thanked Don Soltman, the committee members and the board staff for their time and effort in this rule change.

A roll call vote was taken and the motion was passed unanimously.

**BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR)**

1. Idaho Division of Vocational Rehabilitation – FY 2012 Supplemental Budget Request

**BOARD ACTION**

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

**Discussion:**

Hearing no discussion, a roll call vote was taken. The motion passed unanimously.

2. **FY 2013 Line Item Request – Clarification (information item)**

**Discussion:**

Dr. Rush summarized that the Board set priorities for their budget and that their first priority was for workload adjustment, their second priority was for CAES, their third priority was for occupancy costs, the four priority was for the bio-med proposal and the fifth priority was for the various institutional initiatives.

**BOARD ACTION**

President Richard Westerberg asked if there was any further discussion. There being no further discussion, a motion to adjourn was passed.

**M/S (Luna /Lewis): To adjourn at 4:04 p.m.** Motion carried unanimously.

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 19, 2011**

---

**SUBJECT**

Board Performance Measure Report and Discussion

**REFERENCE**

October 2009	Board reviewed performance measures for the period between
December 2009	The Board approved its strategic plan, including performance measures for the next four years
October 2010	Board reviewed performance measures for the period between
December 2010	The Board approved its updated strategic plan, including performance measures for the next four years.
June 2011	The Board discussed the desire to further evaluate the performance measures included in the Boards and the institutions and agencies strategic plans.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.M, Section 67-1901 through 1905, Idaho Code

**BACKGROUND/DISCUSSION**

The performance measure data are presented to provide a general overview of the progress of the state public education system under the purview of the Board is making toward the Board's Strategic Plan. This presentation is meant to demonstrate the overall cumulative progress being made toward the Board's strategic goals and objectives.

Discussion following the presentation will give the Board members the opportunity to ask questions regarding the progress toward the Board's goals, determine if they are the correct measures to use and identify additional measures to include, or existing measure to remove from the Board strategic plan. The Board's updated strategic plan will be presented in December for Board action.

**IMPACT**

The data included in this presentation is used by the Board to direct future planning of the institution's and agency's Strategic Plans.

**ATTACHMENTS**

Attachment 1 – Board of Education Performance Measure Report	Page 2
Attachment 2 – Board of Education Strategic Plan	Page x

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board approves/updates its strategic plan in December of each year; the strategic plan includes performance measures and benchmarks. In September

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 19, 2011**

---

of each year the Board and the institutions and agencies under the Board are required to select performance measures from their strategic plan and submit them to the Division of Financial Management (DFM). DFM then provides the report to the Governor and the legislature as well as posting them on their website. The performance measures provided in the Performance Measure Report are performance measures approved by the Board when the Board approved the strategic plans.

During the June 2011 Board meeting Work as part of the institution and agencies strategic plan approval Board members indicated they would like the opportunity to further analyze the performance measures being used in the strategic plans and consider assigning specific performance measures to be included in future strategic plans and reported on during future performance measure reports by the institutions. This work session will provide the Board with the opportunity to do so.

**BOARD ACTION**

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

## **Part 1 – Agency Profile**

### **Agency Overview**

The Idaho Constitution, Article IX, Section 2, provides that the general supervision of the state educational institutions and public school system of the State of Idaho, “shall be vested in a state board of education, the membership, powers and duties of which shall be prescribed by law.” The State Board of Education envisions an accessible, seamless public education system that provides for an intelligent and well-informed citizenry, contributes to the overall economy, and improves the general quality of life in Idaho.

The Idaho educational system, consisting of the diverse agencies, institutions, school districts, and charter schools governed by the Board, delivers public primary, secondary, and postsecondary education, training, rehabilitation, outreach, information, and research services throughout the state. These public organizations collaborate to provide educational programs and services that are high quality, readily accessible, relevant to the needs of the state, and delivered in the most efficient manner. In recognition that economic growth, mobility, and social justice sustain Idaho’s democratic ideals, the State Board of Education endeavors to ensure our citizens are informed and educated in order to achieve a higher quality of life and effectively participate in a democratic society.

### **Core Functions/Idaho Code**

Pursuant to Idaho Code, Chapter 33 the State Board of Education is charged to provide the general governance of all state education institutions. The State Board of Education is responsible for defining the limits of all instruction in the educational institutions supported in whole or in part by the state. The State Board of Education is assigned the responsibility for defining the limits of all instruction in the educational institutions supported in whole or in part by the state, and for the prevention of wasteful duplication of effort in the educational institutions.

In addition, The State Board of Education is responsible for general supervision and oversight of more than 30 agencies, institutions, health, and special programs; which are as follows:

- 1) Boise State University
  - a) Small Business Development Center
  - b) Tech Help
- 2) Idaho State University
  - a) ISU - Family Medicine Residency
  - b) Idaho Dental Education Program
  - c) Museum of Natural History
- 3) Lewis-Clark State College
- 4) University of Idaho
  - a) WI (Washington-Idaho) Veterinary Medicine Program
  - b) WAMMI Medical Education
  - c) Agriculture Research and Extension
  - d) Forest Utilization Research
  - e) Idaho Geological Survey
- 5) Eastern Idaho Technical College
- 6) College of Southern Idaho (limited oversight)
- 7) College of Western Idaho (limited oversight)
- 8) North Idaho College (limited oversight)
- 9) State Department of Education (oversight of programs)
- 10) Division of Professional-Technical Education

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 19, 2011**

- 11) Idaho Public Television
- 12) Idaho Division of Vocational Rehabilitation
- 13) Other Special Programs
  - a) Special Programs, Scholarships and Grants
  - b) Health Programs, WICHE - Western Interstate Commission for Higher Education
  - c) Health Programs, University of Utah (medical education)
  - d) Health Programs, University of Washington – Boise Family Medicine Residency
  - e) Rural Physicians Incentive Program

**Revenue and Expenditures**

Revenue	FY 2008 <sup>1</sup>	FY 2009 <sup>1</sup>	FY 2010 <sup>1</sup>	FY 2011 <sup>2</sup>
General Fund	\$5,820,700	\$4,809,900	\$2,047,700	\$2,025,200
Federal Grant	\$8,536,600	\$8,685,300	\$1,706,200	\$1,323,400
Misc. Revenue	\$525,400	\$161,000	\$128,100	\$140,300
<b>Total</b>	<b>\$14,882,700</b>	<b>\$13,656,200</b>	<b>\$3,882,000</b>	<b>\$3,488,900</b>
Expenditure	FY 2008 <sup>3</sup>	FY 2009 <sup>3</sup>	FY 2010 <sup>3</sup>	FY 2011 <sup>4</sup>
Personnel Costs	\$1,633,900	\$1,826,080	\$1,561,200	\$1,586,600
Operating Expenditures	\$10,155,500	\$8,359,065	\$747,100	\$998,300
Capital Outlay	\$0	\$0	\$0	\$68,500
Trustee/Benefit Payments	\$5,713,200	\$419,617	\$452,700	\$596,400
Lump Sum	\$273,400	\$0	\$0	\$0
<b>Total</b>	<b>\$17,502,600</b>	<b>\$10,604,762</b>	<b>\$2,761,000</b>	<b>\$3,249,800</b>

Revenue Notes:

<sup>1</sup> FY2007-2010 Revenues from Legislative Fiscal Report Total Appropriation (\$5M was removed from general fund appropriation in FY2008 for CWI appropriation)

<sup>2</sup> FY2011 Revenue from FY2013 Budget Request (B2)

Expenditure Notes:

<sup>3</sup> FY 2007-2010 Expenditure from Legislative Fiscal Report Total Actual (\$5M was removed from general fund expenditure in FY2008 for CWI appropriation)

<sup>4</sup> FY2011 Expenditure from FY2013 Budget Request (B2)

**Health Education Programs Revenue and Expenditures**

Revenue	FY 2008 <sup>1</sup>	FY 2009 <sup>1</sup>	FY 2010 <sup>1</sup>	FY 2011 <sup>2</sup>
WI	\$1,843,700	\$1,870,700	\$1,282,900	\$1,822,500
WWAMI	\$3,869,400	\$4,088,200	\$4,071,300	\$4,152,400
IDEF	\$1,350,200	\$1,491,200	\$1,575,500	\$1,712,800
WICHE	\$234,200	\$242,200	\$245,800	\$218,600
University of Utah	\$1,136,800	\$1,225,800	\$1,200,000	\$1,204,200
FMR-ISU	\$721,600	\$745,500	\$870,900	\$877,200
FMR-OSBE	\$1,262,800	\$888,400	\$1,106,000	\$1,106,000
Psych Residency	\$0	\$81,900	\$104,800	\$114,000
<b>Total</b>	<b>\$10,459,300</b>	<b>\$10,633,900</b>	<b>\$11,003,200</b>	<b>\$11,207,700</b>
Expenditure	FY 2008 <sup>3</sup>	FY 2009 <sup>3</sup>	FY 2010 <sup>3</sup>	FY 2011 <sup>4</sup>
WI	\$1,843,700	\$1,870,700	\$1,828,900	\$1,822,500
WWAMI	\$3,506,300	\$3,782,500	\$4,071,300	\$3,934,200
IDEF	\$1,219,100	\$1,270,900	\$1,350,800	\$1,395,100
WICHE	\$228,800	\$236,800	\$245,800	\$218,600
University of Utah	\$1,054,600	\$1,107,900	\$1,199,900	\$1,204,200
FMR-ISU	\$864,700	\$745,500	\$870,900	\$877,200
FMR-OSBE	\$1,117,000	\$888,400	\$1,106,000	\$1,106,000
Psych Residency	\$40,600	\$81,900	\$104,800	\$114,000
<b>Total</b>	<b>\$9,874,800</b>	<b>\$9,984,600</b>	<b>\$10,778,400</b>	<b>\$10,671,800</b>

Revenue Notes:

<sup>1</sup> FY2007-2010 Revenues from Legislative Fiscal Report Total Appropriation



**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 19, 2011**

<sup>2</sup> FY2011 Revenue from FY2012 Appropriation

Expenditure Notes:

<sup>3</sup> FY 2007-2010 Expenditure from Legislative Fiscal Report Actual

<sup>4</sup> FY2011 Expenditure from FY2012 DFM Actual Expenditures Report (B2)

**Profile of Cases Managed and/or Key Services Provided**

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Idaho Promise Scholarship – A	\$324,700	\$323,500	\$300,000	\$321,500
Idaho Promise Scholarship – B	\$3,861,600	\$4,803,000	\$3,456,900	\$3,047,000
Atwell Parry Work Study Program	\$1,344,500	\$1,341,500	\$1,181,300	\$1,163,200
Minority/ "At Risk" Scholarship	\$111,000	\$109,500	\$105,000	\$102,000
Teachers/Nurses Loan Forgiveness	\$154,400	\$192,300	\$349,900	\$25,100
Grow Your Own Teacher Scholarship	\$348,700	\$337,800	\$305,100	\$315,900
Leveraging Education Assistance Program <sup>1</sup>	\$611,700	\$611,700	\$611,700	\$606,100
Special Leveraging Education Assistance Program <sup>1</sup>	\$100,00	\$100,000	\$99,900	\$99,100
Byrd Honors <sup>1</sup>	\$202,300	\$208,500	\$205,100	\$238,500
Opportunity Scholarship	\$1,923,700	\$1,777,000	\$976,900	\$248,900
Number of K-12 Student Assessments Overseen by the Board				
- Scored in Reading	142,679	144,284	146,437	146,576
- Scored in Math	142,974	144,656	146,720	146,731
- Scored in Language	142,638	144,293	146,422	146,671
Annual Enrollment Headcount <sup>2</sup>				
- Professional Technical	5,626	6,037	4,338	3,818
- Undergraduate	48,511	49,919	50,214	51,015
- Graduate	13,244	13,375	14,240	14,849
- Professional	688	702	718	372
Annual Credit Hours <sup>2</sup>				
- Professional Technical	44,204	48,212	51,880	49,026
- Undergraduate	983,265	1,006,500	1,036,902	1,063,282
- Graduate	68,611	70,880	78,595	132,007
- Professional	10,797	10,796	11,413	10,891
Annual Advanced Opportunities Enrollment Headcount				
- Dual Credit	5,016	5,976	7,247	8,038
- Tech Prep	9,541	12,598	13,831	15,962
- AP <sup>3</sup>	20,542	24,448	23,220	20,242
- AP Examinations	6,522	7,044	8,120	**
Health Education Compacts				
- Idaho Students Enrolled in University of Utah Medical School	32	32	32	32
- Students Enrolled in WICHE Programs	8	8	8	6
Residency Programs				
- Family Medicine Residency of Idaho Graduates Training/Practicing in Idaho	75%	56%	56%	55%
- Idaho Students Enrolled in Psychiatry Residency Program	6	9	9	11

\* FY2008 was the first year the Opportunity Scholarship was offered.

\*\* Data not available at time of reporting.

<sup>1</sup> These amounts include general fund and federal fund expenditures.

<sup>2</sup> These numbers are duplicated and represent the combined total for Boise State University, Idaho State University, Lewis-Clark State College, and the University of Idaho.

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 19, 2011**

<sup>3</sup> These counts represent the total number of students enrolled in AP courses. As such, there is duplication since students can take more than one AP course per year.

**Performance Measure Highlights:**

- Idaho's College and Universities brought in 100M dollars more in grants and contracts than the amount invested in those institutions through the state general fund.
- The Board set a challenging goal of at least 60% of Idaho's 25 to 34 year olds having a postsecondary degree or credential by 2020.
- Board's legislative agenda furthered ability of the Board and institution presidents to more effectively manage their campuses.
  - Streamlined procedures for record keeping and personnel management
  - Made significant strides in post-secondary for profit school registration enforcement essentially moving the State into a position where "diploma mills" are far less likely to set up shop here, and ultimately swindle money from unsuspecting Idahoans.
- Streamlined a number of personnel processes such as time reporting, travel authorization and expenses resulting in numerous efficiencies.

**Part II – Performance Measures**

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	2015 Benchmark
Number of Scholarships Applicants					Of the total number of applicants, at least 70% will fully complete their application
- Idaho Promise A	1,185	1,107	1,046	936	
- Idaho Promise B	7,653	8,500	7,067	7,884	
- Robert C. Byrd Honors	1,311	1,301	1,301	1,290	
Number of New Scholarships Awarded					Award at least 75% of total dollars available; no more than 25% will be held for scholarship renewals
- Idaho Promise A	25	26	31	26	
- Idaho Promise B	7,653	8,500	7,067	7,884	
- Robert C. Byrd Honors	39	38	54	53	
- Opportunity <sup>1</sup>	838	919	339	127*	
Percent of Students Receiving Proficient or Advanced on ISAT:					100% for all subject areas
- 5 <sup>th</sup> Grade Reading	84.30%	86.40%	88.00%	88.10%	
- 5 <sup>th</sup> Grade Mathematics	78.00%	77.90%	79.80%	80.90%	
- 5 <sup>th</sup> Grade Language Usage	74.20%	77.20%	77.20%	78.70%	
- 10 <sup>th</sup> Grade Reading	85.70%	NA**	86.40%	87.20%	
- 10 <sup>th</sup> Grade Mathematics	76.60%	NA**	76.80%	78.50%	
- 10 <sup>th</sup> Grade Language Usage	68.00%	NA**	71.50%	72.60%	
Percent of Schools Meeting AYP:					
- Reading	84.57%	88.15%	92.10%	92.70%	
- Mathematics	80.85%	81.57%	88.20%	88.40%	
- Language Usage <sup>4</sup>	72.41%	76.17%	84.20%	87.96%	
Average Composite ACT score of graduating secondary students	21.5	21.6	21.8	21.7	24.0
High School Graduation Rate <sup>2</sup>	89.70%	91.69%	92.40%	NA	90.00%
Number of first time, full time students who enrolled in an Idaho public postsecondary institution within 12 months of graduation from and Idaho High School <sup>2, 3</sup>	5,658	5,717	5,836	5,811	60% of Idaho High School Graduates ( <i>approx. 10,050 in School Year 2008-2009</i> )

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS  
OCTOBER 19, 2011**

---

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	2015 Benchmark
Number of Postsecondary Certificates & Degrees Earned <sup>5</sup>	7,862	7,864	8,185	8,823	15,000

**Performance Measure Explanatory Note:**

\* There were no new Opportunity Scholarships offered in FY2011. The 127 scholarships noted here were full and partial renewals of previous year's awards.

\*\* During Academic Year 2009, the majority, but not all students took the ISAT in the fall of 2008 and "banked" their scores until the spring 2009. Others took the exam in the spring of 2009 as expected. Thus, this 10<sup>th</sup> Grade cohort's testing was atypical and not comparable to surrounding years.

<sup>1</sup> Graduation rate for a year is not determined until after summer and fall (late) graduations, as well as the close of the appeals process in January of the following year.

<sup>2</sup> Total number of 1<sup>st</sup>-time, 1<sup>st</sup>-year students who graduated high school within the previous 12-months enrolled in an Idaho public institution.

<sup>3</sup> Does not include Idaho private/parochial, GED or home schooled graduates.

<sup>4</sup> Graduation rate is the third indicator for high schools. Language usage is the third indicator for K through 9<sup>th</sup> grades.

<sup>5</sup> This data is combined data for Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College, as reported by those institutions in their Performance Measure Reports.

**For More Information Contact**

Scott Grothe, Accountability Program Manager  
Office of the State Board of Education  
650 W State Rm 307  
PO Box 83720  
Boise, ID 83720-0037  
Phone: (208) 332-1572  
E-mail: [scott.grothe@osbe.idaho.gov](mailto:scott.grothe@osbe.idaho.gov)



**IDAHO STATE BOARD OF EDUCATION  
2012-2016  
Strategic Plan**

An Idaho Education: High Potential – High Achievement



**VISION**

The State Board of Education envisions an accessible, seamless public education system that results in a highly educated citizenry.

**MISSION**

To provide leadership, set policy, and advocate for transforming Idaho's educational system to improve each Idaho citizen's quality of life and enhance global competitiveness

**AUTHORITY AND SCOPE:**

The Idaho Constitution provides that the general supervision of the state educational institutions and public school system of the State of Idaho shall be vested in a state board of education. Pursuant to Idaho Code, the State Board of Education is charged to provide for the general supervision, governance and control of all state educational institutions, and for the general supervision, governance and control of the public school systems, including public community colleges.

**State Board of Education Governed  
Agencies and Institutions:**

<b>Educational Institutions</b>	<b>Agencies</b>
Idaho Public School System	Office of the State Board of Education
Idaho State University	Division of Professional-Technical Education
University of Idaho	Division of Vocational Rehabilitation
Boise State University	Idaho Public Broadcasting System
Lewis-Clark State College	State Department of Education
Eastern Idaho Technical College	
College of Southern Idaho*	
North Idaho College*	
College of Western Idaho*	
*Have separate, locally elected oversight boards	

**GOAL 1: A WELL EDUCATED CITIZENRY**

*The educational system will provide opportunities for individual advancement.*

**Objective A: Access** - Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

**Performance Measures:**

- Annual amount of state generated need-based financial aid from Opportunity, LEAP, and SLEAP Scholarships.  
**Benchmark:** \$10M
- Annual number of merit and need based state funded scholarships awarded and total dollar amount.  
**Benchmark:** 20,000, \$16M
- Amount of need-based aid per student.  
**Benchmark:** \$489 (2008-09 per undergraduate FTE WICHE Average)
- Postsecondary student enrollment by race/ethnicity/gender as compared against population.  
**Benchmark:** 65,000 students for White & White, non-Hispanic; 21,000 students for all other race/ethnicities.

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

**Performance Measures:**

- High School Graduation rate as defined in the Accountability Workbook.  
**Benchmark:** 90%
- Percent of High School graduates who enroll in postsecondary education within 12 months of graduation  
**Benchmark:** 60%
- Percent of Idahoans (ages 25-34) who have a college degree or certificate.  
**Benchmark:** 60% by 2020
- Percent of high school students enrolled and number of credits earned in Dual Credit (tied to HS enrollment, based on trend):
  - Dual credit  
**Benchmark:** 25% students per year  
**Benchmark:** 180,000 credits per year
  - Tech prep  
**Benchmark:** 27% students per year

- Percent of high school students taking Advanced Placement (AP) exams and number of exams taken each year.  
**Benchmark:** 10% students per year  
**Benchmark:** 9,000 exams taken per year
- Percentage of first-year freshmen returning for second year.  
**2-year Institution Benchmark:** 60%  
**4-year Institution Benchmark:** 70%

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

**Performance Measures:**

- Number of Bridge programs.  
**Benchmark:** 6
- Number of adults enrolled in upgrade and customized training (including statewide fire and emergency services training programs).  
**Benchmark:** 52,500

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

**Performance Measures:**

- Number of degrees conferred in STEM fields.  
**Benchmark:** 2,177 degrees
- Number of University of Utah Medical School graduates who are residents in one of Idaho's graduate medical education programs.  
**Benchmark:** 8 graduates at any one time
- Percentage of Boise Family Medicine Residency graduates practicing in Idaho.  
**Benchmark:** 60%
- Percentage of Psychiatry Residency Program graduates practicing in Idaho.  
**Benchmark:** 50%
- Percentage of WICHE Professional Student Exchange Program graduates practicing in Idaho.  
**Benchmark:** 50%

**GOAL 2: CRITICAL THINKING AND INNOVATION**

*The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.*

**Objective A: Critical Thinking, Innovation and Creativity** – Increase research and development of new ideas into solutions that benefit society.

**Performance Measures:**

- Institution funding from competitive Federally funded grants

**Benchmark:** \$112M

- Institution funding from competitive industry funded grants

**Benchmark:** \$7.2M

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

**Performance Measures:**

- Percentage of students participating in internships or undergraduate research

**Benchmark:** 30%

**Objective C: Quality Instruction** – Increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

**Performance Measures:**

- Percent of student meeting proficient or advance placement on the Idaho Standards Achievement Test.

**Benchmark:** 100% for both 5<sup>th</sup> and 10<sup>th</sup> Grade students in Reading, Mathematics, Language, and Science subject areas.

- Average composite ACT score of graduating secondary students.

**Benchmark:** 24.0

- Percent of elementary and secondary schools meeting adequate yearly progress (AYP) in each of Reading, Mathematics, and Language subject areas.

**Benchmark:** 100%

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

**Objective A: Cost Effective and Fiscally Prudent** – Increased productivity and cost-effectiveness.

**Performance Measures:**

- Cost per credit hour to deliver undergraduate instruction at 4-year institutions.

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 19, 2011**

---

**Benchmark:** Less than or equal to their peer group average

- Average number of credits earned at completion of a degree program.

**Benchmark:** Associates - 60

**Benchmark:** Bachelors – 140

- Percent of postsecondary first time freshmen who graduated from an Idaho high school in the previous year requiring remedial education in math and language arts.

**Benchmark:** 2 year – 55%

**Benchmark:** 4 year – 20%

- Institutional reserves comparable to best practice.

**Benchmark:** A minimum target reserve of 5% of operating expenditures.

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

**Performance Measures:**

- Develop P-20 to workforce longitudinal data system with the ability to access timely and relevant data.

**Benchmark:** Completed by 2015.

**Objective C: Administrative Efficiencies** – Create cross institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.

**Performance Measures:**

Number of collaborative projects and amount of cost savings.

**Benchmark:** 10



**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 19, 2011**

---

**SUBJECT**

Idaho Public Education Institution's & Agency's Performance Measure Report

**REFERENCE**

October 2009	Board reviewed performance measures for the period between
December 2009	The Board approved its strategic plan, including performance measures for the next four years
October 2010	Board reviewed performance measures for the period between
December 2010	The Board approved its updated strategic plan, including performance measures for the next four years.
June 2011	The Board discussed the desire to further evaluate the performance measures included in the Boards and the institutions and agencies strategic plans.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.M, Section 67-1901 through 1905, Idaho Code

**BACKGROUND/DISCUSSION**

The performance measure data are presented to provide a general overview of the progress of the state public education system under the purview of the Board is making toward the Board's Strategic Plan. This presentation is meant to demonstrate the overall cumulative progress being made toward the Board's strategic goals and objectives.

Discussion following the presentation will give the Board members the opportunity to ask questions regarding the progress toward each institutions goals, determine if they are the performance measures used adequately measure progress toward the goals and identify additional measures to include in future institution strategic plans. The Board will have the opportunity to approve updated strategic plans for the institutions and agencies under the Board at the April and June Board meetings.

**IMPACT**

The data included in this presentation will be used by the Board, institutions, and agencies to direct their future strategic planning efforts.

**ATTACHMENTS**

**Performance Measure Reports**

Attachment 1 – Idaho Department of Education	Page 3
Attachment 2 – Idaho Public Television	Page 6
Attachment 3 – Idaho Division of Vocational Rehabilitation	Page 10
Attachment 4 – Division of Professional-Technical Education	Page 14

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 19, 2011**

---

Attachment 5 – Eastern Idaho Technical College	Page 18
Attachment 6 – College of Southern Idaho	Page 20
Attachment 7 – College of Western Idaho	Page 25
Attachment 8 – North Idaho College	Page 32
Attachment 9 – Lewis-Clark State College	Page 36
Attachment 10 – Boise State University	Page 43
Attachment 11 – Idaho State University	Page 51
Attachment 12 – University of Idaho	Page 56

**Special and Health Programs**

Attachment 13 – Agricultural Research and Extension Service	Page 61
Attachment 14 – Forest Utilization Research	Page 64
Attachment 15 – Idaho Dental Education Program	Page 69
Attachment 16 – Idaho Geological Survey	Page 72
Attachment 17 – Small Business Development Center	Page 75
Attachment 18 – TechHelp	Page 77
Attachment 19 – Washington-Idaho Veterinary Medicine	Page 82
Attachment 20 – WWAMI	Page 86
Attachment 21 – Idaho Museum of Natural History	Page 88
Attachment 22 – Family Medical Residency	Page 92
Attachment 23 – Idaho Council on Economic Education	Page 97

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board approves/updates its strategic plan in December of each year; the strategic plan includes performance measures and benchmarks. In September of each year the Board and the institutions and agencies under the Board are required to select performance measures from their strategic plan and submit them to the Division of Financial Management (DFM). DFM then provides the report to the Governor and the legislature as well as posting them on their website. The performance measures provided in the Performance Measure Report are performance measures approved by the Board when the Board approved the strategic plans.

During the June 2011 Board meeting Work as part of the institution and agencies strategic plan approval Board members indicated they would like the opportunity to further analyze the performance measures being used in the strategic plans and consider assigning specific performance measures to be included in future strategic plans and reported on during future performance measure reports by the institutions. This work session will provide the Board with the opportunity to do so.

**BOARD ACTION**

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

## **Part 1 – Agency Profile**

### **Agency Overview**

The State Department of Education (SDE) manages K-12 public education in the State of Idaho and provides school districts and charter schools with the technical assistance they need to raise student achievement. The vision of the State Department of Education is to establish an innovative and flexible education system that focuses on results, inspires all students and prepares them to be successful in meeting today's challenges and tomorrow's opportunities. The Department's mission is that the State Department of Education is accountable for the success of all Idaho students. As leaders in education, we provide the expertise and technical assistance to promote educational excellence and highly effective instruction.

### **Core Functions/Idaho Code**

Pursuant to Title 33, chapter 1, Section 125, there is hereby established as an executive agency of the state board of education a department known as the State Department of Education. The State Superintendent shall serve as the executive officer of such department and shall have the responsibility for carrying out policies, procedures, and duties authorized by law or established by the State Board of Education for all elementary and secondary school matters, and to administer grants for the promotion of science education as provided in sections 33-128 and 33-129, Idaho Code.

### **Revenue and Expenditures**

<b>Revenue</b>	<b>FY 2007</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
General Fund	1,291,587,000	1,367,363,800	1,418,542,700	1,231,386,600	\$1,214,280,400
Federal Grant	178,123,200	193,007,800	195,782,100	415,321,500	269,587,100
Dedicated Fund	<u>7,152,100</u>	<u>11,874,900</u>	<u>7,210,300</u>	<u>4,524,800</u>	91,054,700
ARRA Stimulus					<u>7,406,300</u>
<b>Total</b>	<b>1,476,862,300</b>	<b>1,572,246,500</b>	<b>1,621,535,100</b>	<b>1,651,232,900</b>	<b>1,582,328,500</b>
<b>Expenditure</b>	<b>FY 2007</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Personnel Costs	135,500	184,000	352,400	372,700	375,400
Operating					
Expenditures	933,600	1,090,100	4,708,100	4,907,700	3,118,400
Capital Outlay			26,700	3,100	
Trustee/Benefit					
Payments	<u>1,526,969,600</u>	<u>1,619,455,300</u>	<u>1,671,872,300</u>	<u>1,648,816,500</u>	<u>1,644,607,000</u>
<b>Total</b>	<b>1,528,038,700</b>	<b>1,620,729,400</b>	<b>1,676,959,500</b>	<b>1,654,100,000</b>	<b>1,648,100,000</b>

### **Profile of Cases Managed and/or Key Services Provided**

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2007</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Number of School Districts Supported	114 districts 28 charters	115 districts 30 charters	115 districts 31 charters	115 districts 36 charters	115 districts 40 charters
Number of Public School District (K12) Students	267,533	272,058	275,075	278,522	281,432
FTE Student Teacher Ratio	18.11	18.12	18.20	18.30	18.30 est

### **Performance Highlights**

Idaho's public schools continued to perform well in the 2010-2011 school year. More than 60 percent of Idaho schools met the high academic bar set by the state again this year. This is the second consecutive year that 62 percent of Idaho schools have met Adequate Yearly Progress (AYP). Superintendent Luna has said we will build on these successes through the Students Come First reform laws to ensure every child has access to the best possible education.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 19, 2011**

**Idaho Public Schools**

**Performance Measurement Report**

The 2010-2011 school year is the first year the Idaho System for Educational Excellence (ISEE), Idaho's statewide longitudinal data system, was fully implemented. Because the state accepted federal stimulus money in 2009, it sped up the implementation of ISEE by 16 months. Idaho made progress quickly. In 2010, the state met 3 of 10 Essential Elements of a statewide longitudinal data system. By In 2011, the state met 10 of 10 Elements. In Fall 2011, an independent, third party will audit the State Department of Education, 4 school districts and 2 charter schools on data quality, validity and reliability.

In FY2011, despite tough economic times, the state preserved \$9.4 million in funding for the Idaho Math Initiative, Idaho Reading Initiative, ISAT Remediation, and \$4 million for limited English proficient (LEP) students programs.

FY2011, or the 2010-2011 school year, was the first year every school district in the state adopted a middle level credit system for grades 7 and 8, ensuring students have the skills and knowledge they need before going on to high school.

The State Department of Education continues to see great progress from the Idaho Math Initiative. The Initiative first rolled out in 2008 to provide increased professional development for educators through the three-credit Mathematical Thinking for Instruction (MTI) course, intervention for students who are advanced and those who are struggling, and better assessment tools for teachers. By the end of the 2010-2011 school year, about 5,900 teachers and administrators had completed the MTI course. In addition, As of April 2011, nearly 30,000 students statewide were using Apangea Math. They solved more than 3 million problems, logging 70,564 hours at school and 45,836 at home or after school hours.

The implementation of the Idaho Education Network (IEN) in Idaho's high schools is ahead of schedule. Currently, 182 of Idaho's 194 high schools are connected to the IEN. In the 2010-2011 school year, students earned 2,348 credits via the IEN.

The Idaho Building Capacity Project is now serving 91 sites throughout the state. When this project began in January 2008, it served just 19 schools and districts statewide. Through this project, local school districts and schools that have been identified for needs improvement receive hands-on assistance from a Capacity Builder – a recently retired, highly distinguished educator. Many sites within the Idaho Building Capacity Project see gains in student achievement, make Adequate Yearly Progress (AYP), and sustain these successes.

## ***Part II – Performance Measures***

<b>Performance Measure</b>	<b>FY 2007</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>	<b>Benchmark</b>
Percent of Students Who Complete high school	88.29	89.70	61.69	91.7	92.4	100%
Number of Highly Qualified Teachers (HQT) Teaching in Their Area of Specialty as a Percentage of the Total Teaching Population	70.30%	93.06%	95.52%	96.6	Not yet available	100%
Percentage of K-12 Students Meeting or Exceeding Idaho Standard Achievement Test (ISAT)						
- Reading	79%	84%	87.06%	87.26%	92.7%	100%*
- Mathematics	76%	77%	80.11%	80.11%	88.4%	100%*
- Language Usage	68%	71%	74.42%	74.39%	75.3%	100%*
- Science (grades 5,7,10)	52%	59%	63.67%	63.77%	64.5%	100%*
Number of Schools Receiving Technical Assistance	461	348	292	325	253	N/A

**Performance Measure Explanatory Notes:**

**Number of Highly Qualified Teachers Teaching in Their Area of Specialty as a Percentage of the Total Teaching Population:**

This data point for FY2011 is not yet available.

**Percentage of K-12 Students Meeting or Exceeding Idaho Standard Achievement Test (ISAT):**

The benchmark for 2014 is that students will be 100% proficient or advanced. The State Board of Education voted to keep Idaho's proficiency targets for AYP in the 2010-2011 school year the same at 85.6% for reading and 83% for mathematics. The U.S. Department of Education approved the plan. Science is only assessed in grades 5, 7, and 10; it is not currently part of the calculation and has no annual target for proficiency.

**Number of Schools Receiving Technical Assistance:**

The State Department of Education offers technical assistance to every public school, district and charter school in the state of Idaho through a variety of programs as well as through constant e-mail and phone communication. The data presented in this chart represents the number of schools that are offered technical assistance from the State Department of Education because they were in Alert or School Improvement status for the 2010-2011 school year.

**For More Information Contact**

Melissa McGrath  
State Department of Education  
650 W State Street  
PO Box 83720  
Boise, ID 83720-0027  
Phone: (208) 332-6818  
E-mail: [MRMcGrath@sde.idaho.gov](mailto:MRMcGrath@sde.idaho.gov)

## Idaho Public Television

## Performance Measurement Report

### Part 1 – Agency Profile

#### Agency Overview

Idaho Public Television (IdahoPTV) is an entity of the Idaho State Board of Education and holds in the public trust television and related broadcast telecommunication licenses issued and governed by the Federal Communications Commission (FCC). IdahoPTV is a statewide, non-commercial broadcast telecommunication system and new media provider based in the capital city of Boise with additional staffed facilities in Moscow and Pocatello.

IdahoPTV's service to the region began in September of 1965 with KUID-TV, Moscow. Over the next 46 years, IdahoPTV has expanded its reach to include over-the-air broadcast television service to more than 98% of Idaho's population and portions of six adjoining states and Canada through an efficient system of five (5) digital transmitters and 43 repeaters (translators). We are currently finishing the installation of five (5) DTV fill-in repeaters to serve the areas of Emmett, Boise front/Harris Ranch, Idaho City, Bellevue, and eastern Pocatello. IdahoPTV's signals are rebroadcast under federal guidelines by cable and satellite systems in the region, as well as a rapidly expanding Internet-based content creation and distribution system. IdahoPTV's services and equipment have been made possible through diverse funding partnerships from individual contributions, grants from foundations and companies, and state and federal sources. We continue to work to finish the statewide conversion of all of our facilities to digital.

IdahoPTV is a member in good standing of the Public Broadcasting Service (PBS) and is the only locally owned and operated network television station in Idaho.

IdahoPTV has benefited from the financial support of the Friends of Idaho Public Television, Inc., a component not-for-profit support organization. As directed by FCC guidelines, IdahoPTV's constituents are the people of Idaho, as well as those in portions of six surrounding states and Canada. Private donations provide more than 65% of our yearly operating budget, or \$4.5 million from over 23,000 individuals, foundations and companies in our rural service areas. State of Idaho support provides approximately 20% of our operating budget and is directed specifically toward the maintenance and administration of the statewide delivery system. The remaining 15% of our operating budget comes in the form of a yearly grant from the Corporation for Public Broadcasting, a private corporation funded by Congress. IdahoPTV's comprehensive audit is conducted annually by the Legislative Auditor, Legislative Services Office.

IdahoPTV has developed a reputation for producing award-winning quality television and other electronic media. IdahoPTV provides significant local public service to our viewers and users.

During FY 2011, IdahoPTV distributed nationally *Sky Island* through the Public Broadcasting Service (PBS).

IdahoPTV produces a number of on-going series and specials including:

*Outdoor Idaho*  
*Dialogue* (weekly, live public affairs program)  
*The Idaho Debates* (primary and statewide election coverage)  
*Governor's State of the State Address/*  
*Governor's State of the Budget Address* (live)  
*Ron's Picks*  
*The Buzz on IdahoPTV*

*Idaho Reports* (coverage of the Idaho Legislature)  
*D4K Dialogue for Kids* (educational science program for grade school students)  
*Idaho Legislature Live* (gavel-to-gavel live coverage of the Idaho House, Senate and Joint Finance-Appropriations Committee)  
*INL Scholastic Tournament*  
*Hymns of Thanksgiving*

Also produced are other one-time programs including:

*Wooden Boats, Wondrous Lakes*  
*The Color of Conscience*  
*Capitol of Light: The People's House*  
*Idaho: An Aerial Tapestry*

*Barbara Morgan: No Limits*  
*Assassination: Idaho's Trial of the Century*  
*Yellowstone's Cascade Corner*  
*Kevin Kirk & Onomatopoeia in Concert*

## Idaho Public Television

## Performance Measurement Report

IdahoPTV's community outreach ranges from locally produced events and workshops to children's events such as science and technology workshops, program screenings and discussions, science camps, a literacy contest and educator workshops.

The staff is led by Peter W. Morrill, General Manager; Ron Pisaneschi, Director of Content; Tim Tower, Director of Finance; Rich Van Genderen, Director of Technology; and Megan Griffin, Director of Marketing/Development. The Administrative Team reflects a reduction of one position from last year due to state budget reductions.

### Core Functions/Idaho Code

Idaho Public Television is not referenced in Idaho Code. It was created by Legislative Intent within the budget process in 1982 and exists under the regulations of the Federal Communications Commission and the governance of the State Board of Education.

The mission of IdahoPTV is to meet the needs and reflect the interests of our various audiences. We do this by:

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

### Revenue and Expenditures

Revenue	FY 2008	FY 2009	FY 2010	FY 2011
General Fund	\$2,518,700	\$2,187,700	\$1,518,800	\$1,390,500
Dedicated Fund	\$949,200	\$1,008,400	\$972,600	\$926,200
Federal	\$0	\$0	\$0	\$97,200
<b>Total</b>	<b>\$3,467,900</b>	<b>\$3,196,100</b>	<b>\$2,491,400</b>	<b>\$2,413,900</b>
Expenditure	FY 2008	FY 2009	FY 2010	FY 2011
Personnel Costs*	\$1,890,000	\$1,993,700	\$1,794,200	\$1,728,200
Operating Exp.	\$815,100	\$731,600	\$697,200	\$685,700
Capital Outlay	\$762,800	\$470,800	\$0	\$0
Trustee/Benefit Payments	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$3,467,900</b>	<b>\$3,196,100</b>	<b>\$2,491,400</b>	<b>\$2,413,900</b>

Notes: FY 2010 reflects holdbacks. \*33 appropriated positions.

### Revenue

### Expenditures

### Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2008	FY 2009	FY 2010	FY 2011
Channel Hours for Children (under the age of 12)	13,148	14,012	14,281	14,310
Channel Hours for Ethnic Minorities	5,012	5,242	5,153	5,206
Channel Hours for Learners	10,745	12,420	13,197	13,156
Number of Visitors to idahopty.org	2,543,027	3,581,741	*1,228,364	*1,561,834
Public Affairs Channel Hours	11,040	11,568	11,717	11,864
Idaho Specific Channel hours	3,235	3,246	2,635	**2,022

\*New software used to measure visitors to idahopty.org website beginning FY 2010.

## Idaho Public Television

### Performance Measurement Report

\*\*Due to the length of the 2011 Legislative Session, fewer channel hours of *Idaho Legislature Live* were produced.

#### Performance Highlights:

During calendar year 2010 –

- 1,100 hours of overnight educational television, including 132 hours of professional development for teachers, as well as resources for K-12 classrooms.
- 669 kindergarten-third grade students contributed entries for the annual PBS Kids Go! Writers Contest.
- 575 DVDs of the IdahoPTV-produced documentary, *Capitol of Light: The People's House*, were sent to Idaho public elementary schools and public libraries.
- 750 people attended five *Idaho Debates* for general election candidates.
- 21,243 e-mails sent to educators providing programming highlights and a link to monthly Classroom Calendar, connecting IdahoPTV on-air programs and Web-based resources to classroom curricula.
- 1,010 people in Boise, Pocatello and Caldwell attended the Community Cinema events to preview free screenings of *Independent Lens* films followed by discussions of thought-provoking social issues featured in the films.
- 61 national and regional awards were received for programs that IdahoPTV produced, including three regional Emmy awards and nine regional Emmy nominations.
- 160,039 page views on the *Idaho Reports* website during 91,216 visits.

#### Part II – Performance Measures

Performance Measure	2008	2009	2010	2011	Benchmark
Number of awards for IdahoPTV media and services.	40	53	71	61	35
Number of DTV channel hours of transmission.	137,240	137,240	137,240	137,240	137,240
Number of transmitters broadcasting a DTV signal.	5	5	5	5	5 of 5
Number of DTV translators.	*	*	20 of 43	23 of 43	20 of 43
Number of licensed DTV fill-in translators (DTS).	0	0	1 of 7	1 of 7	2 of 7
Percentage of Idaho's population within our DTV signal coverage area.	73.1%	73.1%	93%	96%	73.1%



## Idaho Public Television

### Performance Measurement Report

Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.	3,235	3,246	2,635	2,022	1,795
Total number of hours of educational programming.	**	17,921	23,113	23,958	8,842
Total FTE in content delivery and distribution.	17.51	16.06	20.14	18.57	<30.45
Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes

#### Performance Measure Explanatory Notes:

\*This was a new performance measure in FY 2010, which data had not previously been collected.

\*\*This was a new performance measure in FY 2009, which data had not previously been collected.

#### For More Information Contact

Peter W. Morrill, General Manager  
Idaho Public Television  
1455 North Orchard Street  
Boise, Idaho 83706  
Phone: (208) 373-7220  
E-mail: [peter.morrill@idahoptv.org](mailto:peter.morrill@idahoptv.org)

## Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

### ***Part 1 – Agency Profile***

#### **Agency Overview**

The Idaho Division of Vocational Rehabilitation (IDVR) is one of three agencies under the oversight of the Office of the State Board of Education. Don Alvethere is the Administrator of the Division. IDVR is charged with several major responsibilities: Management of the State/Federal Vocational Rehabilitation Program, State Renal Disease Program, and Extended Employment Services.

The Public Vocational Rehabilitation program is one of the oldest and most successful federal/state programs in America. Vocational Rehabilitation serves individuals with severe disabilities that impose significant barriers to gainful employment. The average time needed for a person to complete a rehabilitation plan and become employed is thirty-two (32) months. In FFY 2010, employment of individuals with disabilities resulted in a 283% increase in client weekly earnings and significant decreases in the need for public support.

The structure of IDVR includes a Field Services Bureau as well as the following sections: Human Resources, Planning and Evaluation, Fiscal Operations, and Information Technology. There are also three zone managers, as well as five regional managers who supervise field staff in the following regions: Coeur d'Alene, Lewiston, Boise, Boise Mental Health/School Work, Twin Falls, Pocatello, Idaho Falls, and Caldwell.

IDVR is comprised of 150 employees, of which 145 are full time positions serving in forty two offices throughout the state. Offices are located in Boise, Meridian, Coeur d'Alene, Sandpoint, Lewiston, Orofino, Moscow, Twin Falls, Burley, Pocatello, Blackfoot, Preston, Idaho Falls, Salmon, Rexburg, Caldwell, Nampa, and Payette. There is one (1) Central Office, eight (8) Regional Offices, eleven (11) general Sub-Offices, seven (7) Mental Health Sub-Offices, eleven (11) School – Work Sub-Offices, and three (3) Corrections Sub-Offices.

#### **Core Functions/Idaho Code**

**Legal Authority for the Idaho Division of Vocational Rehabilitation** is Idaho Code, 33-2301 and the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, and is augmented by regulations promulgated and set forth at 34 CFR § 361.1.

Services that may be available include evaluation of rehabilitation potential, vocational guidance and counseling, physical and mental restoration, vocational, academic and other training, job placement and other services, which can reasonably be expected to benefit the individual in terms of employment.

The Division also manages state appropriated funds to assist individuals with chronic renal failure to help cover the catastrophic costs of this serious, life-threatening disease. The Division coordinates the medical management of this program, and coordinates its payments with the client's ability to pay, private insurance payments, and Medicare and Medicaid payments (Idaho Code, Chapter 23, Vocational Rehabilitation 33-2307 – 33-2308).

The Extended Employment Services (EES) program provides funding to individuals with severe disabilities who are determined unable to maintain competitive employment without on-going support. A state financial allotment is provided annually to be allocated by the EES staff to contracted Community Rehabilitation Programs who subsequently provide the long term support to eligible clients.

## Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

### Revenue and Expenditures

Revenue	FY 2008	FY 2009	FY 2010	FY 2011
General Fund	\$8,353,000	\$7,903,100	\$7,113,600	\$8,496,300
Rehab Rev & Refunds	\$621,700	\$330,800	\$651,900	\$720,000
Federal Grant	\$14,800,600	\$14,513,700	\$17,375,300	\$14,558,800
ARRA			\$3,037,300	\$1,350,100
Miscellaneous Revenue	\$900,000	\$601,500	\$944,200	\$688,700
<b>Total</b>	<b>\$24,675,300</b>	<b>\$23,349,100</b>	<b>\$29,122,300</b>	<b>\$25,813,900</b>
Expenditure	FY 2008	FY 2009	FY 2010	FY 2011
Personnel Costs	\$8,292,700	\$8,415,700	\$8,411,800	\$8,395,700
Operating Expenditures	\$1,493,400	\$1,538,900	\$1,935,200	\$2,029,000
Capital Outlay	\$299,600	\$137,100	\$203,500	\$287,600
Trustee/Benefit Payments	\$12,378,300	\$12,052,200	\$13,312,500	\$14,351,000
<b>Total</b>	<b>\$22,464,000</b>	<b>\$22,143,900</b>	<b>\$23,863,000</b>	<b>\$20,063,300</b>

### Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2008	FY 2009	FY 2010	FY 2011
The Number of Individuals Served by Vocational Rehabilitation	12,612	13,136	13,631	14,128
The Number of Individuals Who Went to Work After Receiving VR Services	2,120	2,083	1,857	1,896
The Number of Individuals With Chronic Renal Failure Supported	196	181	196	189

*\*IDVR is primarily a federally funded program that assesses performance on a Federal Fiscal Year basis. (October 1-September 30). For this reason, chart data represents figures that are different from State Fiscal year data reported.*

### Performance Highlights

In an effort to enhance the transition to employment outcomes for the deaf and hard of hearing students affiliated with the Idaho Educational Services Program for the Deaf and Blind (IESDB) in Gooding, Idaho, IDVR and IESDB engaged in a financial matching arrangement. For the second year of a two year plan, IDVR has agreed to finance the salaries of two IESDB counselors providing outreach services statewide to IESDB students who are eligible for IDVR services. These counselors work in concert with IDVR counselors across the state to identify and serve students in this targeted population more efficiently and effectively by combining "pure state" resources contributed by IESDB with enhanced federal Rehabilitation Services Administration (RSA) dollars that will be made available to IDVR.

This arrangement not only maximizes the working relationship between the two programs but also provides additional financial resources that can be directly invested in client service outcomes.

The recession and subsequent lack of substantial job creation in the market place continues to negatively impact IDVR. In FY 2010, the number of successful rehabilitations increased slightly to 1896 from the previous low mark of 1857 in 2009. While this is a respectable gain, IDVR is striving to increase capacity by developing new strategies for future success.

Based on a job club model that was piloted in 2008/2009 with great success, IDVR and Idaho Department of Labor (IDOL) are in the final stages of creating an agreement that will establish a job club in the Treasure Valley area to specifically address the needs of individuals with disabilities in their search for employment. This will be accomplished by effectively by combining "pure state" resources contributed by IDOL with enhanced federal Rehabilitation Services Administration (RSA) dollars that will be made available to IDVR. At the end of the first year, an assessment will be made to determine the feasibility of expanding this strategy to other areas of the state.

## Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

IDVR experienced a great deal of staff turnover in key positions this past year. A new Administrator, Don Alvashere, joined the agency August 1, 2011. He is in the process of replacing key positions within the agency as well as becoming acquainted with all aspects of IDVR.

### Part II – Performance Measures

Performance Measure	2008	2009	2010	2011	Benchmark
Number of Individuals Exiting the VR Program Who Achieved an Employment Outcome	2120	2083	1857	1896	1950
Percentage of Individuals Who Exit the VR Program After Receiving Services Who Are Determined to Have Achieved an Employment Outcome	65.5%	65.9%	64.8%	63%	55.8%
Average Hourly Earnings of Individuals Exiting the VR Program Who Achieved an Employment Outcome During the Current Year	\$9.81	\$10.04	\$10.24	\$10.66	\$10.15
Number of Individuals Involved With the Correctional System Exiting the VR Program Who Achieved an Employment Outcome	419	481	461	418	485
Percentage of Community Supported Employment clients served through the Extended Employment Services program	53%	52.18%	53.49%	48%	53%

#### Performance Measure Explanatory Notes:

The benchmark of 55.8% for individuals who exit the VR program after receiving services who are determined to have achieved an employment outcome is a minimum requirement of the agency set by the Federal Rehabilitation Services Administration.

*\*IDVR is primarily a federally funded program that assesses performance on a Federal Fiscal Year basis. (October 1-September 30). For this reason, chart data represents figures that are different from State Fiscal year data reported.*

## Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

### For More Information Contact

Don Alveshere, Administrator  
Idaho Division of Vocational Rehabilitation  
650 W State Rm 150, PO Box 83720  
Boise, ID 83720-0096  
Phone: (208) 287-6466  
E-mail: [don.alveshere@vr.idaho.gov](mailto:don.alveshere@vr.idaho.gov)

## Idaho Division of Professional–Technical Education

Performance Measurement Report

### ***Part 1 – Agency Profile***

#### **Agency Overview**

The mission of the Professional-Technical Education system is to provide Idaho's youth and adults with technical skills, knowledge, and attitudes necessary for successful performance in a highly effective workplace.

Idaho Code §33-2202 defines Professional-Technical Education as “secondary, postsecondary and adult courses, programs, training and services administered by the Division of Professional-Technical Education for occupations or careers that require other than a baccalaureate, masters or doctoral degree. The courses, programs, training and services include, but are not limited to, vocational, technical and applied technology education. They are delivered through the professional-technical delivery system of public secondary and postsecondary schools and colleges.”

The Division of Professional-Technical Education is the administrative arm of the State Board for Professional-Technical Education that provides leadership, advocacy and technical assistance for professional-technical education in Idaho, from secondary students through adults. This includes responsibilities for Adult Basic Education/GED programs, the State Wellness program, state employee training including the Certified Public Manager program, and the S.T.A.R. Motorcycle Training program.

The Division is responsible for preparing and submitting an annual budget for professional-technical education to the State Board, Governor and Legislature. Funds appropriated to the Division of Professional-Technical Education include state general funds, federal funds, dedicated funds and miscellaneous receipts.

Professional-technical education programs are integrated into a larger, educational structure through public school districts, colleges, and universities. The Division provides the focus for professional-technical education within existing schools and institutions by targeting resources, organizing and applying industry input, managing programs and providing leadership for student organizations.

Secondary professional-technical education programs and services are provided through junior high/middle schools, comprehensive high schools, professional-technical schools, and through cooperative programs with the technical college system.

Technical college professional-technical education programs and services are delivered through the state's technical college system. Three of the technical colleges are located on the campus of community colleges, two are on the campus of four-year institutions and one is a stand-alone institution. The technical college system delivers certificate and A.A.S. degree occupational programs on a full or part-time basis; workforce/short-term training; Adult Basic Education; displaced homemaker services; and emergency services training.

The State Administrator of the Division of Professional-Technical Education is Ann Stephens. The agency has 37 FTP employees. Seven are federally funded, 27 are funded through the state general fund and 3 are funded through a dedicated fund. The Division also includes 484 technical college FTP's in its budget.

#### **Core Functions/Idaho Code**

Statutory authority for the Division of Professional-Technical Education is delineated in Idaho Code, Chapter 22, §§ 33-2201 through 33-2212 and IDAPA 55. Idaho Code §33-1002G allows school districts to establish professional-technical schools and §39-5009 established the displaced homemaker account for appropriation to the State Board. The role of the Division of Professional-Technical Education (IDAPA 55) is to administer professional-technical education in Idaho. Specifically, the Division:

- Provides statewide leadership and coordination for professional-technical education;
- Assists local educational agencies in program planning, development, and evaluation;
- Promotes the availability and accessibility of professional-technical education;
- Prepares annual and long-range state plans;
- Prepares an annual budget to present to the State Board and the Legislature;

## Idaho Division of Professional-Technical Education

Performance Measurement Report

- Provides a state finance and accountability system for professional-technical education;
- Evaluates professional-technical education programs;
- Initiates research, curriculum development, and professional development activities;
- Collects, analyzes, evaluates, and disseminates data and program information;
- Administers programs in accordance with state and federal legislation;
- Coordinates professional-technical education related activities with other agencies, officials, and organizations.

### Revenue and Expenditures

Revenue	FY 2008	FY 2009	FY 2010	FY2011
General Fund	\$51,595,000	\$52,528,500	\$48,211,700	\$47,577,400
Seminars and Publication Fund	\$0	\$0	\$0	\$287,400
Displaced Homemaker	\$170,000	\$170,000	\$170,000	\$170,000
Haz Mat/Waste Trans	\$67,800	\$67,800	\$67,800	\$67,800
Federal Grant	\$7,423,500	\$9,830,800	\$9,080,600	\$9,593,100
Miscellaneous Revenue Fund	\$503,200	\$233,400	\$258,300	\$368,000
Unrestricted Current	\$456,200	\$468,200	\$458,000	\$467,000
<b>Total</b>	<b>\$60,215,700</b>	<b>\$63,298,700</b>	<b>\$58,246,400</b>	<b>\$58,530,700</b>
Expenditures	FY 2008	FY 2009	FY 2010	FY2011
Personnel Costs	\$2,938,500	\$2,682,200	\$2,415,900	\$2,787,100
Operating Expenditures	\$582,600	\$496,900	\$475,600	\$1,048,900
Capital Outlay	\$50,400	\$51,800	\$0	\$0
Trustee/Benefit Payments	\$18,567,500	\$22,190,000	\$19,221,200	\$20,234,900
Lump Sum	\$38,074,700	\$37,877,800	\$36,133,700	\$34,459,800
<b>Total</b>	<b>\$60,215,700</b>	<b>\$63,298,700</b>	<b>\$58,246,400</b>	<b>\$58,530,700</b>

### Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2008	FY 2009	FY 2010	FY 2011
Number of Students Enrolled in High School PTE Programs (headcount)	85,240	86,955	89,322	87,256
Number of Students Enrolled in Postsecondary PTE Programs (headcount)	7,977	8,571	9,929***	9,034
Number of Adults Enrolled in Upgrade and Customized Training (headcount)	44,179	46,748	46,086	44,295
Number of Adults Enrolled in Statewide Fire and Emergency Services Training Programs (headcount)	5,975	4,807	4,446	6,965
Percentage of secondary PTE completers who achieve a positive placement or transition.	94%	95%	94%	87%
Number of clients served in the ABE program (headcount)	6,953 ◇	7,535 ◇	7,396 ◇	6,669 ◇
Number of Adults Served in the Displaced Homemaker Program (Center for New Directions)	974	784	829	909
Technical College Expenditures per Credit Hour	\$296	\$301	\$263***	\$242
Technical College Expenditures per Program Completer	\$22,976	\$25,691	\$25,234	\$17,191

**Idaho Division of Professional-Technical Education** Performance Measurement Report

\*\*\*Changes in FY10 numbers were due to ISU's amended enrollment report from their new ERP system

◇ Changes in ABE numbers reflect two years (FY08 & FY09) that are final numbers and two years (FY 09 & FY10) that reflect August 15 numbers.

**Performance Highlights**

- **ABE** – Adult Basic Education (ABE) fills the gap after compulsory education ends and just before post-secondary education begins by serving anyone 16 years and older, who is not currently enrolled in K-12 education, and who has a skill level below the 12<sup>th</sup> grade. In FY 2010 approximately 7,400 adults enrolled in ABE courses. That same year, the number of ABE clients who met their stated goal of employment, postsecondary enrollment, or GED was 2,699. To enhance access, ABE is working with the technical colleges on bridge programs for the ABE students. Bridge programs assist adults in accelerating their college education by allowing them to build both foundational skills and technical skills at the same time. Two examples in FY11 include North Idaho College that used an I-Best like bridge program model and CWI that offered a bridge program involving tutoring assistance for refugees taking a Certified Nursing Assistant program. ABE is working with the technical colleges to create new bridge programs which will begin in the fall of 2011.

**Part II – Performance Measures**

Performance Measure	2008	2009	2010	2011	Benchmark
Number of PTE concentrators who take a Technical Skill Assessment (TSA)	N/A	1821	3874	Numbers reported in Nov.	Increase 10% each year
Number of Technical College FTE enrollments	4025	4137	4585***	4588	Increase 2% each year
Number of ABE clients who met their stated goal	ABE transferred to SDPTE in FY09	2,437	2,699	Numbers reported in Nov.	Increase 2% each year
Percentage of Technical College PTE completers who achieve a positive placement or transition*	96%	93%	90%	91%	Placement at 90% or higher
Percentage of secondary PTE completers who transition to postsecondary education or training**	60%	63%	66%	66%	Exceed NCHEMS Percent of High School Graduates Going Directly to College for Idaho

\*\*\*Changes in FY10 numbers were due to ISU's amended enrollment report from their new ERP system

**Performance Measure Explanatory Note:**

- \* This represents the percent of completers who attain employment, join the military, or continue their education.
- \*\* The overall state rate of 49.1% is from The National Center for Higher Education Management Systems (NCHEMS) Information Center "College-Going Rates of High School Graduates Directly from High School"

**For More Information Contact**

Ann Stephens, Administrator



Idaho Division of Professional-Technical Education Performance Measurement Report

Professional-Technical Education  
650 W State Rm 324  
PO Box 83720  
Boise, ID 83720-0095  
Phone: (208) 334-3216  
E-mail: [astephen@pte.idaho.gov](mailto:astephen@pte.idaho.gov)

## Eastern Idaho Technical College

## Performance Measurement Report

### Part I – Agency Profile

#### Agency Overview

Eastern Idaho Technical College (EITC) provides high quality educational programs that focus on the needs of the community for the 21st century. EITC is accredited by the Northwest Commission on Colleges and Universities (NWCCU). The College is a State supported technical college created in 1969 to serve citizens in its service area by being a minimal cost, open-door institution that champions technical programs, customized industry training, basic skills instruction, workforce and community education, on-line distance education, and student services.

#### Core Functions/Idaho Code

Eastern Idaho Technical College was created to provide professional-technical postsecondary educational opportunities. Title 33, Chapter 2208.

#### Revenue and Expenditures:

Revenue	FY 2008	FY 2009	FY 2010	FY 2011*
General Fund and Misc. Receipts	\$6,313,904	\$6,248,562	\$5,811,840	\$5,683,820
Grants and Contracts	\$2,813,405	\$2,921,137	\$5,330,368	\$4,877,174
Student Fees	\$1,509,398	\$1,554,161	\$875,627	\$861,099
Capital Grants and Appropriations	\$781,634	\$897,322	**\$11,385,642	\$84,780
Sales and Services	\$528,329	\$528,350	\$422,751	\$452,708
Other	<u>\$305,770</u>	<u>\$273,887</u>	<u>\$195,966</u>	<u>\$86,053</u>
<b>Total</b>	<b>\$12,252,440</b>	<b>\$12,423,419</b>	<b>\$24,022,194</b>	<b>\$12,045,634</b>
Expenditure	FY 2008	FY 2009	FY 2010	FY 2011*
Personnel Costs	\$7,077,501	\$7,219,501	\$7,411,267	\$7,331,843
Operating Expenses	\$3,780,507	\$4,106,574	\$5,613,933	\$5,314,240
Capital Outlay	<u>\$960,733</u>	<u>\$940,593</u>	<u>\$11,385,642</u>	<u>\$0</u>
<b>Total</b>	<b>\$11,818,741</b>	<b>\$12,266,668</b>	<b>\$24,410,842</b>	<b>\$12,646,083</b>

\* Un-audited figures

\*\* Includes Health Education Building (approximately \$10,000,000) closed in FY 2010

#### Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2008	FY 2009	FY 2010	FY 2011
Annual (unduplicated) Enrollment Headcount - Professional Technical	1,307	1,337	1,607	1,432
Annual Enrollment FTE - Professional Technical	591	573	650	614
Credit Hours Taught	17,744	17,196	19,505	18,414
Degrees/Certificates Awarded - Professional Technical	221	244	237	224
Workforce Training Headcount*	13,901	12,076	15,121	13,040

\* Excludes Fire Service courses.

#### Performance Highlights

- The Commission on Accreditation of Allied Health Education Programs (CAAHEP) awarded EITC's **Surgical Technology** program **continuing accreditation**. The commission commended EITC for its commitment to quality education and recognized the "Surg-Tech" program for complying with the national accreditation standards.
- Eight members of the EITC chapter of **Collegiate DECA** qualified to compete in the 50<sup>th</sup> annual Collegiate DECA International Career Development Conference (ICDC) in Orlando, Florida. EITC marketing student Billy Radford finished as a **Top Ten Finalist** and earned an *Award for Excellence* for his presentation.

## Eastern Idaho Technical College

### Performance Measurement Report

- The EITC Foundation's 2<sup>nd</sup> Annual **Great Race for Education** raised a record \$39,505 for student scholarships.
- The J.A. and Kathryn Albertson Foundation ("Go On"/Continuous Enrollment Initiative campaign) granted EITC over \$400,000 to increase the number of Idaho non-traditional students who go on or go back to college and complete degrees. **The Adult Basic Education division** and **Center for New Directions** (EITC Bridges to Success program) are leading the effort to boost retention of these students through to graduation.
- EITC's **Workforce Training** division delivered a **Radiological Control Technician Modular Academics** training program for Argonne National Laboratory (ANL) employees in Chicago, Illinois.

### Part II – Performance Measures

#	Performance Measure	2008	2009	2010	2011	Benchmark
1	Instructional Dollars per Student FTE - Professional Technical	\$8,223	\$8,110	\$8,713	\$8,122	\$5,008
2	Non-Credit Contact Hours Workforce Training ( <i>including</i> INL Project)*	177,266	179,460	184,639	135,257	182,050
3	Student Retention Rate (First year, full-time, degree-seeking, fall to fall) IPEDS	49%	58%	58%	90%**	47%
4	Graduation Rate – IPEDS 150%	49%	41%	41%	57%	50%
5	% of AAS and Certificate completers positively placed in employment	96.37%	90.37%	93.20%	93.18%	90%

The Scholarship Dollars Per Student FTE – Professional Technical measure has been removed from this report as this measure is currently under review.

\*Excludes statewide Fire Service courses.

\*\*Estimated based on registration data as of 08/17/2011

#### Performance Measure Benchmark Explanatory Notes:

1. Represents the average in EITC's peer group
2. Based on an average from previous 2 years of performance
3. Represents the average in EITC's IPED peer group
4. Represents the benchmark established during NWCCU accreditation process
5. Established by PTE

#### For More Information Contact

Angalynn Bishop  
Eastern Idaho Technical College  
1600 S. 25<sup>th</sup> E.  
Idaho Falls, ID 83404  
Phone: (208) 524-3000 x3425  
E-mail: [angalynn.bishop@my.eitc.edu](mailto:angalynn.bishop@my.eitc.edu)

## College of Southern Idaho

## Performance Measurement Report

### **Part 1 – Agency Profile**

#### **Agency Overview**

The College of Southern Idaho's mission, as a comprehensive community college, is to provide quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities it serves. CSI prepares students to lead enriched, productive, and responsible lives in a global society.

CSI is accredited by the Northwest Commission on Colleges and Universities (NWCCU), a regional postsecondary accrediting agency recognized by the U.S. Department of Education and the Council for Higher Education Accreditation (CHEA). Several of CSI's programs are also accredited by the appropriate accrediting agencies, and graduates are eligible to take the qualifying examinations of the respective state and national licensing and registration bodies and join professional organizations.

CSI's service area is defined in Idaho Code as the eight counties of the Magic and Wood River Valleys and a portion of Elmore County. CSI offers its programs and courses at the nearly 350 acre main campus in Twin Falls, as well as at the off-campus centers in Burley (Mini-Cassia Center), Hailey (Blaine County Center), Gooding (Northside Center), and Jerome (Workforce Development Center). Students can choose from a wide range of transfer and professional-technical programs – more than 120 program options ranging from certificates to two-year academic and technical degrees. The College offers a growing number of online courses for students who cannot attend traditional face-to-face courses due to family or work responsibilities, and for students who prefer online learning environments as opposed to the traditional classroom. CSI has a growing and very successful dual credit program. The College shows its commitment to lifelong learning through active community education and workforce training programs. Growing partnerships with Boise State University, University of Idaho, Idaho State University, and Northwest Nazarene University also give local residents more than two dozen bachelor's and master's degree options without having to leave Twin Falls.

As embodied in the Idaho Code, the College of Southern Idaho is governed by a locally elected five member Board of Trustees. Trustees are elected from within the College District comprised of Jerome and Twin Falls counties. Revenue for the operation of the College comes from a combination of sources including tuition and fees, state appropriation, local property taxes, grants, and counties not in community college districts. Due to the recession and lower state revenues, state appropriations have decreased significantly and CSI is relying more and more on tuition and fees.

#### College of Western Idaho (CWI) Partnership

CSI continued its partnership with the College of Western Idaho (CWI) in order to assist CWI in meeting standards for accreditation and to help CWI offer college credit instruction, certificates and degrees, and federal financial aid while seeking accredited status with the Northwest Commission on Colleges and Universities (NWCCU).

#### **Core Functions/Idaho Code**

The College of Southern Idaho was established and is governed under Chapter 21 of Title 33, Idaho Code. While there is no formal divisional structure at the College, the primary functions may be categorized as: Instructional, Student Support, Financial Support, Administrative and Community Relations.

##### **Instructional:**

The primary function of the College of Southern Idaho stated in the Idaho Code is "instruction in academic subjects, and in such non-academic subjects as shall be authorized by its board of trustees" (Section 33-2102, Idaho Code). Academic programs are submitted to the Idaho State Board of Education for approval. The State Board of Education acts under the authority granted in Article IX, Section 2 of the Idaho Constitution and Title 33, Chapter 1, Idaho Code.

##### **Student Support:**

Support for CSI students is delivered through the student services division (Admissions and Records, New Student Services, Advising, Financial Aid, Student Disability Services, Career and Counseling Services, Student Activities, Student Health, Child Care Center, Library/ITC) which assists students in seeking access to college

## College of Southern Idaho

### Performance Measurement Report

programs and services, and promotes student learning, development, and success by providing future and current students with quality information, advice, support, and opportunities for social and cultural development.

#### **Financial Support:**

Also under the authority of the Trustees, financial management of the College's funds is overseen by the Business Office. This office manages the various sources of funds directed to the College, including: state appropriations, tuition and fees, local property taxes, counties not in a community college district, and grants from both public (federal, state, local) and private sources.

#### **Administrative Support and Community Relations:**

The College senior administrative team includes the President of the College, Gerald Beck, Ed.D; Executive Vice President and Chief Academic Officer, Jeff Fox, Ph.D; Vice President of Administration, Mike Mason, CPA; Vice President of Student Services/Planning and Grant Development, Edit Szanto, Ph.D.

### **Revenue and Expenditures**

<b>Revenues*</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY2011</b>
General Fund	\$12,653,900	\$12,302,800	\$10,875,500	\$11,325,900
Economic Recovery	\$0	\$0	\$730,700	\$205,400
Liquor Fund	\$150,000	\$198,900	\$197,600	\$200,000
Property Taxes	\$3,933,100	\$4,321,900	\$4,661,700	\$4,661,700
Tuition and Fees	\$7,044,500	\$7,544,200	\$8,355,000	\$8,355,000
County Tuition	\$1,600,000	\$1,200,000	\$1,400,000	\$1,400,000
Misc Revenue	\$1,836,200	\$2,097,300	\$1,593,000	\$1,681,600
<b>Total</b>	<b>\$27,217,700</b>	<b>\$27,665,100</b>	<b>\$27,080,200</b>	<b>\$27,829,600</b>
<b>Expenditures*</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY2011</b>
Personnel Costs	\$19,379,900	\$22,203,400	\$21,169,700	\$21,902,900
Operating Expenditures	\$3,679,800	\$3,848,200	\$3,967,700	\$3,762,300
Capital Outlay	\$4,158,000	\$1,613,500	\$1,942,800	\$2,164,400
<b>Total</b>	<b>\$27,217,700</b>	<b>\$27,665,100</b>	<b>\$27,080,200</b>	<b>\$27,829,600</b>

\*Budgeted

### **Profile of Cases Managed and/or Key Services Provided**

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY2011</b>
<b>Annual (unduplicated) Enrollment Headcount</b>	<b>11,148</b>	<b>11,031</b>	<b>13,203</b>	<b>13,740</b>
Professional Technical	1,901	2,019	2,392	1,865
Transfer	9,247	9,012	10,811	11,875
<b>Annual Enrollment FTE</b>	<b>3,569</b>	<b>4,264</b>	<b>5,276.3</b>	<b>4,428.52</b>
Professional Technical	765	818	1,013.9	889.36
Transfer	2,804	3,446	4,262.4	3,539.17
<b>Degrees/Certificates Awarded</b>	<b>825</b>	<b>766</b>	<b>823</b>	<b>966</b>
<b>Workforce Training Headcount</b>	<b>5,861</b>	<b>5,940</b>	<b>4,861</b>	<b>5,218</b>
<b>Dual Credit</b>				
- Unduplicated Headcount	1,695	1,967	2,460	2,412
- Enrollments	3,598	3,992	4,936	4,576
- Total Credit Hours	10,789	12,084	14,804	13,241

Data as of August 2011 (not yet final)

### **Performance Highlights**

## College of Southern Idaho

### Performance Measurement Report

#### NWCCU Accreditation

During Spring 2011 CSI submitted its first **Year One Self-Evaluation Report** under the new NWCCU standards and seven-year process. Through this process CSI developed four Core Themes:

- Transfer Education
- Professional-Technical Education
- Basic Skills Education
- Community Connections

CSI is already preparing for the Year Two visit which will take place in the Spring of 2012 and will cover Standard One and Standard Two.

#### Grants

- The **J.A. & Kathryn Albertson Foundation** awarded CSI a grant in the amount of **\$985,000** as part of its new Continuous Enrollment Initiative. The new program is an extension of the Foundation's 'Go On' Initiative that focuses on increasing postsecondary success in Idaho. The CSI Continuous Enrollment Pilot Project will help CSI develop strategic initiatives to measurably increase nontraditional and at-risk student enrollment, retention, and postsecondary degree/certificate completion.
  - A total of \$760,000 was designated by the Foundation for the **CSI Continuous Enrollment Pilot Project**. This two-year pilot project will enable the College to provide the additional support needed for nontraditional and at-risk students. The target population for the grant includes Adult Basic Education (ABE), General Educational Development (GED), and English as a Second Language (ESL) students. The project will allow CSI to implement research-based programs and services designed specifically to increase college readiness and success of selected ABE and ESL students.
  - An additional \$225,000 was approved for the **CSI Alternative High School Dual Credit Success Pilot Program**. This three-year pilot program is a companion project to the CSI Continuous Enrollment Pilot Project and targets alternative high school students from Magic Valley Alternative High School (Twin Falls) and Silver Creek High School (Hailey). The program is designed to increase access to dual credit programs, pilot additional curriculum and programming, and provide targeted support activities for program participants.
- **\$528,214 - Green Jobs Grant** – is a component of a grant that came to Idaho Department of Labor (IDOL) from the Education and Training Administration of the US DOL (DOLETA). The \$6 million grant is intended to develop skills appropriate to the “green jobs” sector and is distributed amongst all six technical colleges and various secondary PTE programs throughout the state. CSI's share of this is just over half a million dollars and it includes two major project elements: a mobile renewable energy training system that simulates an off-grid residence, and a \$280,000 wind turbine nacelle simulator. Wind Energy Technician students will be exposed to many troubleshooting elements programmed into the nacelle simulator by their instructors. Less than six of these training systems are currently installed in the United States. The mobile training system will feature a biodiesel-powered truck for towing, biodiesel electrical generators, fuel cells, wind turbine, and solar panels. The renewable energy will power multiple household appliances, with meters to check generation and consumption. In addition, the College acts as the regional hub for the coordination of secondary renewable energy training.
- **\$91,330 - IDAHO INBRE** (IDeA Network of Biomedical Research Excellence) – subcontract with the University of Idaho - <http://inbre.uidaho.edu/> One of the three main initiatives of the Idaho INBRE grant is to establish and promote a K-Grad School “pipeline” that funnels Idaho students to Idaho schools to participate in biological research as undergraduates, and ultimately graduate students. CSI's success at the most recent annual meeting highlights the success of both the Idaho pipeline and the quality of CSI students.
- **\$25,052 - i-STEM** - Through a coordinated state-wide effort by the State Department of Education, Idaho Professional-Technical Education, educators, businesses, and industry, CSI was selected as one of two

## College of Southern Idaho

## Performance Measurement Report

sites to host the first annual Idaho Science Technology Engineering and Mathematics (i-STEM) Summer Institute. During the four-day event, nearly 130 K-12 educators had the unique opportunity to receive training, curriculum, and hands-on activities supporting science, technology, engineering, and math (STEM). CSI continues to serve as a regional STEM summer institute site and resource center, offering K-12 educators access to a STEM library, curriculum, tools, materials, expert connections, professional development, workshops, and a myriad of other support opportunities.

### CSI Foundation Scholarships and Major Gifts Campaign

During the 2010-2011 academic year the CSI Foundation was able to award approximately \$1,054,000 in scholarship support for students at the College of Southern Idaho. This marks the third consecutive year that the Foundation has been able to award over a \$1 million dollars in scholarship support. The Foundation continued to build upon the success of last year's major gifts campaign and raised over \$3 million dollars to support scholarships and programs at CSI. These gifts were donated by individuals, private foundations, bequests, estates and the CSI Internal family.

## **Part II – Performance Measures**

Performance Measure	2008	2009	2010	2011*	Benchmark
Instructional Dollars per Student FTE	\$7,291	\$7,337	\$6,629	\$6,616	Instructional costs per student FTE will compare favorably (at or below the mean) to that of our peer institutions - i.e. community colleges in Idaho.
- Academic	\$6,994	\$7,137	\$6,619	\$6,804	
- Professional Technical	\$8,608	\$8,194	\$6,670	\$5,857	
Scholarship Dollars Per Student FTE	\$2,428	\$2,691	\$2,800	\$3,958	Scholarship dollars per student FTE will compare favorably (at or higher than the mean) to that of our peer institutions - i.e. community colleges in Idaho. <sup>1</sup>
Tuition and fees					Maintain tuition and fees at or below that of our peer institutions - i.e. community colleges in Idaho.
Full-Time	\$1,050	\$1,140	\$1,200	\$1,260	
Part-Time	\$105/credit	\$95/credit	\$100/credit	\$105/credit	
Employee Compensation Competitiveness	90.4%	90.9%	92.2%	93.5%	CSI employee salaries will be at the mean or above for comparable positions in the Mountain States Community College Survey. <sup>2</sup>
Total Yearly Dollar Amount Generated Through External Grants	\$4,010,426	\$4,082,786	\$6,058,548	\$4,068,759	Will submit a minimum of \$2,750,000 yearly in external grant requests with a 30% success rate.
Funds Raised Through the CSI Foundation	\$2,795,082	\$2,331,381	\$1,637,676	\$3,088,113	By 2015 achieve a minimum of 80% participation in the Foundation's internal campaign. <sup>3</sup>

\*Unaudited figures

### **Performance Measure Explanatory Note:**

\*Based on FY11 unaudited financial figures; FY11 audited figures will be available in November 2011.

<sup>1</sup>Uses IPEDS Data Collection Guidelines to calculate this figure - outright grants-in-aid, scholarships, stipends, and tuition and fee waivers. It includes Pell Grants but does not include loans to students (subject to repayment), College Work-Study Program (CWS), or awards granted because of faculty or staff status. The sum of these categories is divided by the FTE.

<sup>2</sup> Each year a number of community colleges participate in the Mountain States Community College Survey. Information regarding full time employee salaries for reported positions is collected and listed in rank order. A



## College of Southern Idaho

### Performance Measurement Report

mean and median range is determined for positions. In calculating this performance measure the College of Southern Idaho mean salary is divided by the Mountain States mean. The resulting percentage demonstrates how College of Southern Idaho salaries compare with other institutions in the Mountain States region.

<sup>3</sup> CSI and the Foundation encourage all CSI employees to donate to the Foundation. Internal donations show commitment to the institution and our students, and also help with external fundraising. Internal participation (faculty, staff, administration) for the major gifts campaign was at 68%. Updated to audited figures. There were no SBOE required performance measures for FY11.

#### For More Information Contact

**Dr. Edit Szanto**

Vice President of Student Services, Planning and Grant Development  
College of Southern Idaho  
315 Falls Avenue  
PO Box 1238  
Twin Falls, ID 83303  
Phone: (208) 732-6863  
E-mail: [eszanto@csi.edu](mailto:eszanto@csi.edu)



## College of Western Idaho

Performance Measurement Report

### ***Part 1 – Agency Profile***

#### **Agency Overview**

College of Western Idaho is Idaho's newest community college enrolling our first students in 2009. College of Western Idaho continues to experience tremendous growth, enrolling 5,127 students at the start of the 2010-2011 academic year (3,614 FTE) and 6,176 students spring semester 2011 (4,153 FTE). CWI strives to provide quality teaching and learning that's affordable and within reach, regardless of time and distance. CWI aspires to a straight "A" approach to education; affordable, accessible, adaptable, and accountable. The approach ensures opportunities for all to excel at learning for life.

CWI offers undergraduate, professional/technical, fast-track career training, adult basic education and community education. With over 50 credit programs and hundreds of non-credit courses, students have an abundance of options when it comes to developing career skills or further study at a baccalaureate institution. CWI will prove to be an exceptional economic engine for Southwest Idaho – serving the local business and industry training needs with customized training to garner an edge in today's competitive market.

The College of Western Idaho's service area is unique, and the area's characteristics have implications for the future of local higher education. CWI's service area includes Ada County, Adams County, Boise County, Gem County, Payette County, Valley County Washington County, and portions of Elmore and Owyhee counties. The population of the College's service area is widely dispersed geographically and is projected to increase 16% in the next ten years. According to the U.S. Census Bureau, Idaho is still predominately white making up 89.1% of the population, with the primary increases demographically being Black or African American at 79.8%, Native Hawaiian and other Pacific Islander at 77.1% and Hispanic of Latino at 73.0%. There will also be a 19% increase in the number of residents between ages 15 and 24, the traditional college-going years. Given these changes, there will be more jobs available than workers.

The College of Western Idaho adheres to Idaho Code Title 33 Education, Chapter 21 Junior (Community) Colleges. Policies of the Idaho State Board of Education that apply to the College of Western Idaho are limited as specified by Board Policy Section III, Subsection A.

#### **Core Functions/Idaho Code**

The College of Western Idaho is a two-year comprehensive community college as defined by Idaho Code 33, Chapters 21 and 22. The core functions of CWI are to provide instruction in: 1) academic courses and programs, 2) professional technical courses and programs, 3) workforce training through short- term courses and contract training for business and industry, and 4) non-credit, special interest courses.

## College of Western Idaho

## Performance Measurement Report

### Revenue and Expenditures

<b>Revenue</b>	<b>FY 2007</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
General Funds–Gen Ed	\$0	\$5,000,000	\$4,684,600	\$4,265,700	\$4,211,200
General Funds - PTE					\$6,583,700
Economic Recovery	\$0	\$0	\$0	\$277,500	\$78,000
Liquor Fund	\$0	\$0	\$199,300	\$197,500	\$200,000
Property Taxes	\$0	\$0	\$0	\$5,015,100	\$5,499,900
Tuition and Fees	\$0	\$0	\$8,236,000	\$6,382,100	\$16,600,000
County Tuition	\$0	\$0	\$0	\$30,000	\$100,000
Misc. Revenue	\$0	\$0	\$0	\$0	\$50,000
<b>Total</b>	<b>\$0</b>	<b>\$5,000,000</b>	<b>\$13,119,900</b>	<b>\$16,167,900</b>	<b>\$33,322,800</b>
<b>Expenditure</b>	<b>FY 2007</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Personnel Costs	\$0	\$787,900	\$4,339,200	\$8,754,500	\$19,727,098
Operating Expenditures	\$0	\$2,466,000	\$7,780,700	\$7,219,200	\$12,762,632
Capital Outlay	\$0	\$1,746,100	\$1,000,000	\$194,200	\$833,070
<b>Total</b>	<b>\$0</b>	<b>\$5,000,000</b>	<b>\$13,119,900</b>	<b>\$16,167,900</b>	<b>\$33,322,800</b>

--	--

### Profile of Cases Managed and/or Key Services Provided

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2007</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
<b>Annual (unduplicated) Enrollment Headcount</b>					
Professional Technical	*	*	*	1,718	1,514
Transfer	*	*	1,221	4,422	7,602
<b>Annual Enrollment FTE</b>					
Professional Technical	*	*	*	835	807
Transfer	*	*	722	2,393	4,314
<b>Degrees/Certificates Awarded</b>	*	*	*	199	527
<b>Dual Credit Headcount (unduplicated)</b>					
Total Annual Credit Hours	*	*	*	260	2,568
Total Annual Student Headcount	*	*	*	98	408
<b>Tech Prep Headcount (unduplicated)</b>					
Total Annual Credit Hours	*	*	*	1,293	1,610
Total Annual Headcount	*	*	*	240	334

## College of Western Idaho

### Performance Measurement Report

<b>Workforce Training Headcount (duplicated)</b>	*	*	**12,365 (duplicated)	9,623	8370
<b>ABE/ASE/ESL (unduplicated)</b>	*	*	*	3,130	3,033

\* No data.

\*\* Workforce Training and ABE/ESL were combined.

*FY2009 – Summer 2008, Fall 2008, Spring 2009 (only Transfer offered first semester-Spring 2009)*

*FY 2010 – Summer 2009, Fall 2009, Spring 2010*

## College of Western Idaho

### Performance Measurement Report

#### Performance Highlights:

- CWI Foundation raised \$10,859,911 to support CWI students and the College's extraordinary growth. In the fall of 2010 & spring of 2011, the CWI Foundation was able to award 216 scholarships to CWI students totally \$312,000, and 4 mini-grants of \$5,000 to CWI faculty to support innovative projects in the classroom.
- Northwest Commission on Colleges and Universities site visit is scheduled for October 4-6, 2011.
- Starting with fall 2011 semester Dual Credit will be implemented in five Alternative High Schools within our 10 county district service area with a generous grant from the J.A. and Kathryn Albertson Foundation.
- Community Education increased offerings by almost 10% in 2011.
- Over 30 former ABE students have been awarded the Brandt scholarship to ensure students continued beyond achieving a GED.
- In 2010 a Student Government was created, bylaws were approved in 2011 and 9 new clubs and organizations were formed, bringing the total to 24 Clubs and Organizations. Three student organizations, Speech and Debate, SkillsUSA, and BusMarkIT competed at the National Level.
  - **Speech and Debate**
    - In addition to numerous individual winners, CWI won first place in the 2011 Pi Kappa Delta National Community College sweepstakes and placed fourth in the national standings compared to the many 4-year universities in attendance. The event was hosted in Portland, Oregon at Mt. Hood Community College in March and was attended by 84 colleges and universities across America.
  - **SkillsUSA**
    - Four of CWI's students and 3 advisers attended the SkillsUSA National Competition in Kansas City Missouri the week of June 20 – 24th. Over 15,000 people attended the conference, including approximately 4,500 competitors from all 50 states and the US territories. The students compete in 99 different categories that include job specific skills as well as leadership competitions. 2,300 individual and 100's of corporate volunteers help make all of this happen. The competition space took up an area equal to 16 football fields.
    - Only 2% of students nationwide make it to the national platform to compete. Idaho had 66 total competitors (48 Secondary, 18 Post Secondary). Of the 66 total competitors, 30 ranked within the top 10 in the nation (45%). Idaho received 11 medals (16% of competition). All four CWI students ranked in the top half of their competitions.
  - **BusMarkIT**
    - Professionals of America (BPA) chapter sent students to participate in the May 4-11, 2011 45<sup>th</sup> National Leadership Conference of Business Professionals of America in Washington, D.C. Six Business Management & Administration and Information Technology students competed against other two- and four-year colleges and universities (5,500 students),

## College of Western Idaho

### Performance Measurement Report

earning a combined total of nine medals including one national first-place award and three second-place awards.

- The Center for Teaching and Learning offered 21 topics varying from technology in the classroom, student support, instructional techniques and assessment during fall in-service 2010 attended by approximately 200 faculty. Spring in-service 2011 was attended by approximately 200 faculty and was focused on building a “community of teaching” which included 27 one-hour workshops, 18 “15 minute training bites”, and 45 teaching and administrative topics covering; Technology in the Classroom, Learning Retention, What you need to know as a CWI employee, Support Resources – Curriculum and Instruction, Support for Students, and Community and Self. In addition, nine development activities were presented during the spring 2011 semester covering topics such as teaching, writing, Blackboard training and others.
- Adult Basic Education (ABE) launched a transition program with the assistance of the Brandt scholarship to ensure students continued beyond achieving a GED. To date over 30 former ABE students have been awarded the scholarship. Two notable components that were born from the transition program are:
  - ABE Teachers and Faculty observe each other’s classrooms, participate in portfolio reviews, and collaborate on transition. It was important for both ABE teachers and faculty to understand where students were coming from, what skills they possess, and into what level they will be transitioning.
  - During the transition semester, CWI provides workshops for these Bridge students on study skills, word processing, Blackboard (Bb), tutoring services, career and program advising, etc., instilling in them the belief that college IS within their ability.

# College of Western Idaho

## Performance Measurement Report

### *Part II – Performance Measures*

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Benchmark
<b>Goal # 1: Structure Student Success</b>						
Professional technical program completers are employed in a related field or have transferred to a 4-year college or university.	79%					Achieve an 80% placement rate in each program.
General education (transfer) student success	*					Students who transfer to colleges or universities as juniors will earn a 2.0 GPA or higher in their first semester at the transfer institution.
Community outreach student success	*					70% of community outreach students will indicate satisfaction/completion of their goals for professional development as well as their employers' expectations using an end of course satisfaction survey.
Student/participant satisfaction rates	2.52					End of course/event evaluation results will average 2.5, (using a 4.0 Likert scale satisfaction survey) to demonstrate overall satisfaction.
Faculty qualification	100%					All faculty will meet or exceed the CWI hiring standards.
<b>Goal # 2: Develop Systems to Support Faculty and Staff</b>						
Faculty and staff satisfaction	55% ( <span style="color: red;">-20%</span> )					75% of CWI's faculty and staff indicate satisfaction by responding with agree or strongly agree on the annual faculty/staff satisfaction survey.
<b>Goal #3: Implement Practices for Fiscal Stability</b>						
Instructional cost per credit hour and student FTE	PTE \$6,726 Trans \$2,135					Instructional costs per credit hour and student FTE will compare favorably to those of our peer institutions.
Total yearly dollar amount generated through external grants	100%					Funding and/or meritorious evaluation for at least 5 relevant grant opportunities per year.
	100%					Achieve \$1,000,000 yearly in external grant requests.
Funds raised through the CWI Foundation	22%					By 2013 achieve a minimum of 95% employee participation in the Foundation's internal campaign.
	38.7%					By 2013 award Foundation scholarships to at least a third of all eligible CWI students.
<b>Goal # 4: Connect the College to the Community</b>						
Participant survey of Community Education classes	*					Survey results will average 2.5 on a 4.0 point scale to indicate participant satisfaction with services offered.

\* Data will not be available until September 30, 2011

## College of Western Idaho

### Performance Measurement Report

**Faculty and staff satisfaction:** performance measure is 20% below the target of 75% satisfaction level. Human Resources will conduct focus groups to engage employees in process improvement based on results from this survey.

**Funds raised through the CWI Foundation:**

**By 2013 award Foundation scholarships to at least a third of all eligible CWI students:** for the purpose of this performance measure, CWI Foundation considers “eligible CWI students” to be any student who puts forth an effort to receive a scholarship. In total, the Foundation awarded 220 scholarships totaling \$336,698. It is unclear at this time if this is considered an effective measurement of success, however, the foundation’s continuing efforts to improve has shown a substantial increase in applicants for the first half of the 2011/2012 academic year.

**By 2013 award Foundation scholarships to at least a third of all eligible CWI students:** we have just completed the first campaign, and are gearing up for the kick-off of the second annual campaign. Participation is low which could be due to many factors including the present state of the economy. We may re-evaluate the performance measure and/or poll employees to determine the lack of participation.

#### For More Information Contact

Rick Aman, Ph.D., Vice President for Instruction  
College of Western Idaho  
5500 East Opportunity Way  
Nampa, Idaho 83687  
Phone: 208.562.3257  
E-mail: rickaman@cwidaho.cc

## ***Part 1 – Agency Profile***

### **Agency Overview**

Founded in 1933, North Idaho College is a comprehensive community college located on the beautiful shores of Lake Coeur d'Alene. NIC offers degrees and certificates in a wide spectrum of academic transfer, professional-technical, and general education programs.

NIC operates with an open-door admissions policy to meet the needs of individuals with divergent interests and abilities. NIC also plays a key role in economic development by preparing competent, trained employees for area businesses, industries, and governmental agencies.

NIC's five-county service area spans more than 7,000 square miles. The college serves this vast region through outreach centers in Bonners Ferry, Silver Valley, and Ponderay; as well as through the Workforce Training Center in Post Falls and various sites throughout the five northern counties through the Internet and an extensive network of interactive video classrooms.

As one of three community colleges in the state, North Idaho College works to provide a variety of career pathways for students from fast-paced, one-credit classes to certificates and transfer degrees. NIC works closely with the University of Idaho, Lewis-Clark State College, Idaho State University, and Boise State University to provide transfer options for students.

NIC offers a variety of student government and club opportunities for students with a wide range of interests and is known nationally for its competitive athletics programs. NIC is located amid the four-season beauty of North Idaho's world-famous recreation area. Outdoor activities include skiing, hiking, hunting, boating, fishing, backpacking, camping, swimming, and the ever-popular studying on the beach.

NIC's campus lies within the city limits of Coeur d'Alene, Idaho, a lakeside city with a growing population of 44,137 residents. Metropolitan amenities are close by with Spokane, Washington, a city of 208,916, just 30 minutes away and a Spokane-Coeur d'Alene metropolitan area of 609,000.

### **Core Functions/Idaho Code**

North Idaho College is a two-year community college as defined by Idaho Code 33, Chapter 21 and 22. The core functions of North Idaho College are to provide instruction in academic courses and programs and in professional technical courses and programs. As a part of professional technical education, the college also offer workforce training through short- term courses, contract training for business and industry, and non-credit, special interest courses.

As a second core function, the college confers the associate of arts degree and the associate of science degree for academic programs, and confers the associate of applied science degree and certificates for professional technical programs. Students obtaining an associate of arts or an associate of science degree can transfer with junior standing to all other Idaho public colleges and universities.



## North Idaho College

## Performance Measurement Report

### Revenue and Expenditures

Revenue	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
General Funds	\$10,506,000	\$10,933,800	\$10,743,200	\$9,292,700	\$10,893,900
Economic Recovery				\$632,000	\$429,600
Liquor Fund	\$150,000	\$150,000	\$198,100	\$197,600	\$200,000
Property Taxes	\$7,730,000	\$8,473,700	\$9,000,000	\$12,164,500	\$12,164,500
Tuition and Fees	\$8,876,400	\$7,585,300	\$8,248,700	\$10,164,700	\$9,778,100
County Tuition	\$902,000	\$735,800	\$740,000	\$735,800	\$735,800
Misc. Revenue	\$2,035,500	\$1,845,200	\$1,902,200	\$810,000	\$810,000
<b>Total</b>	<b>\$30,199,900</b>	<b>\$29,723,800</b>	<b>\$30,832,200</b>	<b>\$33,997,300</b>	<b>\$35,011,900</b>
Expenditures	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
Personnel Costs	\$21,392,400	\$22,368,70	\$23,217,70	\$24,307,30	\$22,919,100
Operating Expenditures	\$7,409,400	\$5,873,400	\$7,086,400	\$9,254,300	\$11,477,000
Capital Outlay	\$1,398,100	\$1,481,700	\$528,100	\$436,100	\$615,800
<b>Total</b>	<b>\$30,199,900</b>	<b>\$29,723,800</b>	<b>\$30,832,200</b>	<b>\$33,997,700</b>	<b>\$35,011,900</b>

### Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
<sup>1</sup> Total Population Served	14,223	15,860	16,884	17,798	16,877
<sup>2</sup> Annual Unduplicated Enrollment Headcount					
- Professional Technical	713	733	742	843	989
- General Studies	5,588	5,377	5,661	6,768	7,615
- Adult Basic Education	1,181	1,341	1,400	1,481	1,211
- GED	870	814	809	811	764
- Workforce Training	5,871	7,595	8,272	7,895	6,298
<sup>3</sup> Total Population Served FTE				4,782	5,195
<sup>4</sup> Annual Enrollment FTE					
- Professional Technical	375	431	516	630	750
- General Studies	2,833	2,861	3,080	3,590	4,016
- Adult Basic Education				98	76
- GED				12	11
- Workforce Training				452	342
<sup>5</sup> Degrees/Certificates Awarded	581	526	583	646	787
Dual Credit					
- Total Annual Credit hours			6,637	7,522	8,142
- Total Annual Student Headcount			648	806	856
GED Credentials Awarded	656	672	584	561	527

<sup>1</sup>Based on Annual Unduplicated Enrollment Headcount (Professional Technical, General Studies, Adult Basic Education, GED, and Workforce Training).

<sup>2</sup>Methodology change for FY 2011. Professional Technical and General Studies annual unduplicated headcount is based on end-of-term counts, where prior years reflect 10<sup>th</sup> day.

<sup>3</sup>Based on Annual Enrollment FTE (Professional Technical, General Studies, Adult Basic Education, GED, and Workforce Training).

<sup>4</sup>Professional Technical and General Studies FTE is based on total credits for the year divided by 30; Adult Basic Education, GED, and Workforce Training FTE is based on 15 hours = 1 credit, 30 credits for the year = 1 FTE.

<sup>5</sup>Degrees/Certificates Awarded are based on awards reported to IPEDS, Completions Survey. FY 2010 number has been revised to reflect actual number reported to IPEDS, October 2010. FY 2011 number is based on awards as of July 21, 2011.

## Performance Highlights

- ❖ North Idaho College's commencement May was once again a great event. Out of approximately 900 students eligible for graduation this year, nearly 400 chose to celebrate their success by walking across the stage and receiving their degree or certificate. This is a public statement about NIC's commitment to student success.
- ❖ NIC launched its "More classes. More options. More opportunities." initiative this fall as a way of offering new scheduling options to students, such as weekend classes and expanded evening options. The program, which experienced further popularity this spring, utilizes classroom space during non-peak hours and expands the number of courses offered through alternative methods such as Internet courses and classes offered via interactive video conferencing.
- ❖ A \$625,000 federal grant was awarded to NIC in the summer of 2010 to train health technology professionals, prompting the creation of two new certificate programs. More than 60 students have enrolled in Electronic Medical Records Adoption for Healthcare Practices, which started fall 2010, and the Electronic Medical Records – Information Technology Support certificate program that started this spring.
- ❖ NIC Students Excel
  - ❖ Two NIC students were named as Idaho Idea Network of Biomedical Research Excellence (INBRE) Fellows for 2011. INBRE is funded by the National Institutes of Health and is designed to give undergraduate students with interest and aptitude the opportunity to gain research experience in biomedical science.
  - ❖ Ten North Idaho College students achieved top placement in business-related events at the state Business Professionals of America (BPA) competition in Boise. The students competed with university and college students from across the state in business skills competitions through BPA, a national organization for high school and college students preparing for careers in business.
  - ❖ Students of NIC's Collision Repair Technology program took home three of six medals given out at the annual Idaho Skills USA competition in Boise, competing among 35 other college contestants in hands-on categories, including small dent repair, refinishing, estimating, structural analysis, plastic repair and welding. Participants were also judged on their performance on a written test, interview and resume.
  - ❖ Several North Idaho College journalism students and staff members of the NIC student newspaper the Sentinel won national honors through the Society of Professional Journalists Mark of Excellence Awards in the two-year colleges division.

North Idaho College

Performance Measurement Report

**Part II – Performance Measures**

Performance Measure	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	Benchmark
<sup>1</sup> Number of course offerings at the NIC Outreach Centers and other off-campus sites	119	121	181	204	229	Expand credit course offerings at the NIC Outreach Centers and other off-site campus sites by 6% by 2013
<sup>2</sup> Number of NIC ABE and NIC GED students who enroll at NIC as post secondary students			133	157	236	Increase the number of NIC ABE and NIC GED students who enroll at NIC as postsecondary students by 10% each fiscal year

**Performance Measure Explanatory Notes:**

<sup>1</sup> NIC Strategic Plan; Theme: Programs; Goal: Expand and improve alternative delivery of education; Objective: Expand course offerings at the NIC Outreach Centers and other off-campus sites. Note: off-campus sites include high schools and the Coeur d'Alene Tribal Education Center.

<sup>2</sup> *New in FY 2010.* NIC Strategic Plan; Theme: Programs; Goal: Improve and expand educational opportunities, programs, and courses for the student population and community; Objective: Increase awareness of and access to college education and workforce training opportunities for ABE/GED students.

**For More Information Contact**

Jay Lee, Vice President for Instruction  
North Idaho College  
1000 West Garden Avenue  
Coeur d'Alene, Idaho 83814  
Phone: 208-769-3302  
E-mail: [jay\\_lee@nic.edu](mailto:jay_lee@nic.edu)

## Lewis–Clark State College

Performance Measurement Report

### Part 1 – Agency Profile

#### Agency Overview

Lewis-Clark State College (LCSC) was established by the Idaho State Legislature in 1893 as a regional Normal School dedicated to teacher training. Today, LCSC is one of Idaho's four, public 4-year higher education institutions. LCSC's Carnegie classification is *Baccalaureate College—Diverse Fields*, with the "diverse" designation referring to the College's broad mix of undergraduate programs in the professions, arts, and sciences. The Carnegie classification of LCSC's size and setting is "small four-year, primarily non-residential."

LCSC's credit and non-credit programs fall within three primary mission areas: academic programs, professional-technical programs, and community programs. In addition to its traditional 4-year baccalaureate programs, the College has been assigned a collateral mission of providing community college programs within its five-county area of operations (Clearwater, Idaho, Latah, Lewis, and Nez Perce Counties) by its governing body, the State Board of Education. The College emphasizes undergraduate teaching and learning (with research playing a supporting role to teaching), application of learning, direct interaction among students and faculty (LCSC does not utilize teaching assistants), and a small-college/small-class environment that maximizes the opportunities for the success of LCSC's traditional and non-traditional students.

LCSC's main campus is located in Lewiston, ID. The College also delivers instructional programs at the LCSC Coeur d'Alene Center (in collaboration with its Northern Idaho Center for Higher Education [NICHE] partners: North Idaho College, the University of Idaho, and Idaho State University), and operates outreach centers in Grangeville and Orofino. LCSC's chief executive officer, Interim President J. Anthony Fernández, assumed his duties as the College's 15<sup>th</sup> president in July 2010. LCSC is accredited by the Northwest Commission on Colleges and Universities (NWCCU).

#### Core Functions/Idaho Code

The statutory basis for LCSC is located in the Idaho Code, Title 33 (Education), Chapter 31, which directs the College to offer instruction in *"four year college courses in science, arts, literature, and such courses or programs as are usually included in liberal arts colleges..."*, and further specifies that the board of trustees *"may also establish educational, professional-technical and other courses or programs of less than four years, as it may deem necessary, and such courses or programs that may be given or conducted on or off campus, or in night school, summer schools, or by extension courses."*

LCSC's current role and mission, assigned by the State Board of Education, directs that the College *"will formulate its academic plan and generate programs with primary emphasis in the areas of business, criminal justice, nursing, social work, teacher preparation, and professional-technical education. The College will give continuing emphasis to select programs offered on and off campus at non-traditional times, using non-traditional means of delivery and serving a diverse student body. Lewis-Clark State College will maintain basic strengths in the liberal arts and sciences, which provide the core curriculum or general education portion of the curriculum."*

LCSC's revenue comes from state appropriations; student tuition and fees; federal, state, and private grants and contracts; sales and services from educational and auxiliary services; and endowments and gifts. These revenues are allocated to instructional programs and support functions.

## Lewis–Clark State College

## Performance Measurement Report

### Part 1 – Agency Profile

#### Agency Overview

Lewis-Clark State College (LCSC) was established by the Idaho State Legislature in 1893 as a regional Normal School dedicated to teacher training. Today, LCSC is one of Idaho's four, public 4-year higher education institutions. LCSC's Carnegie classification is *Baccalaureate College—Diverse Fields*, with the "diverse" designation referring to the College's broad mix of undergraduate programs in the professions, arts, and sciences. The Carnegie classification of LCSC's size and setting is "small four-year, primarily non-residential."

LCSC's credit and non-credit programs fall within three primary mission areas: academic programs, professional-technical programs, and community programs. In addition to its traditional 4-year baccalaureate programs, the College has been assigned a collateral mission of providing community college programs within its five-county area of operations (Clearwater, Idaho, Latah, Lewis, and Nez Perce Counties) by its governing body, the State Board of Education. The College emphasizes undergraduate teaching and learning (with research playing a supporting role to teaching), application of learning, direct interaction among students and faculty (LCSC does not utilize teaching assistants), and a small-college/small-class environment that maximizes the opportunities for the success of LCSC's traditional and non-traditional students.

LCSC's main campus is located in Lewiston, ID. The College also delivers instructional programs at the LCSC Coeur d'Alene Center (in collaboration with its Northern Idaho Center for Higher Education [NICHE] partners: North Idaho College, the University of Idaho, and Idaho State University), and operates outreach centers in Grangeville and Orofino. LCSC's chief executive officer, Interim President J. Anthony Fernández, assumed his duties as the College's 15<sup>th</sup> president in July 2010. LCSC is accredited by the Northwest Commission on Colleges and Universities (NWCCU).

#### Core Functions/Idaho Code

The statutory basis for LCSC is located in the Idaho Code, Title 33 (Education), Chapter 31, which directs the College to offer instruction in *"four year college courses in science, arts, literature, and such courses or programs as are usually included in liberal arts colleges..."*, and further specifies that the board of trustees *"may also establish educational, professional-technical and other courses or programs of less than four years, as it may deem necessary, and such courses or programs that may be given or conducted on or off campus, or in night school, summer schools, or by extension courses."*

LCSC's current role and mission, assigned by the State Board of Education, directs that the College *"will formulate its academic plan and generate programs with primary emphasis in the areas of business, criminal justice, nursing, social work, teacher preparation, and professional-technical education. The College will give continuing emphasis to select programs offered on and off campus at non-traditional times, using non-traditional means of delivery and serving a diverse student body. Lewis-Clark State College will maintain basic strengths in the liberal arts and sciences, which provide the core curriculum or general education portion of the curriculum."*

LCSC's revenue comes from state appropriations; student tuition and fees; federal, state, and private grants and contracts; sales and services from educational and auxiliary services; and endowments and gifts. These revenues are allocated to instructional programs and support functions.

# Lewis-Clark State College

## Performance Measurement Report

### Revenues and Expenditures (includes Professional-Technical Education)

Revenue	FY 2008	FY 2009	FY 2010	FY 2011
Approp: General Funds	\$17,705,294	\$20,274,434	\$17,466,667	\$15,662,278
Approp: Federal Stimulus	\$0	\$0	\$837,300	\$238,200
Approp: Endowment Funds	\$1,155,000	\$1,267,000	\$1,330,700	\$1,330,700
Approp: Student Fees	\$8,146,700	\$8,533,800	\$9,516,900	\$10,782,400
Institutional Student Fees	\$4,962,800	\$5,016,000	\$5,002,200	\$5,140,600
Federal Grants & Contracts	\$14,700,000	\$15,800,000	\$21,000,000	\$24,400,000
State Grants & Contracts	\$2,400,000	\$2,400,000	\$3,000,000	\$3,000,000
Private Gifts, Grants & Contr	\$2,000,000	\$1,900,000	\$1,600,000	\$1,800,000
Sales & Serv of Educ Act	\$1,400,000	\$1,500,000	\$1,300,000	\$1,200,000
Sales & Serv of Aux Ent	\$2,556,686	\$2,452,641	\$2,609,200	\$2,335,972
Indirect Costs/Other	\$1,150,000	\$1,050,000	\$700,000	\$800,000
Approp: General Funds	\$17,705,294	\$20,274,434	\$17,466,667	\$15,662,278
<b>Total Revenues</b>	<b>\$56,176,480</b>	<b>\$60,193,875</b>	<b>\$64,362,967</b>	<b>\$66,690,150</b>
Expenditures				
Instruction	\$18,832,271	\$21,001,419	\$20,485,904	\$20,406,330
Research	\$353,001	\$336,461	\$198,600	\$169,097
Public Service	\$2,515,171	\$2,318,362	\$1,864,713	\$1,534,654
Library	\$1,012,562	\$1,035,219	\$1,063,412	\$1,051,475
Student Services	\$3,254,237	\$3,461,897	\$3,172,369	\$3,592,580
Physical Plant	\$3,611,062	\$3,323,155	\$3,034,043	\$2,981,637
Institutional Support	\$4,719,551	\$5,289,055	\$5,189,876	\$4,722,704
Academic Support	\$2,941,340	\$2,995,607	\$2,823,850	\$2,466,281
Athletics	\$2,279,599	\$2,337,000	\$2,231,800	\$2,305,000
Auxiliary Enterprises	\$2,984,615	\$2,919,355	\$2,904,700	\$2,809,150
Scholarships/Fellowships	\$12,740,700	\$13,950,200	\$19,743,600	\$23,457,400
One-Time	\$237,100	\$1,020,367	\$837,300	\$238,200
<b>Total Expenditures</b>	<b>\$55,481,209</b>	<b>\$59,988,097</b>	<b>\$63,550,167</b>	<b>\$65,734,508</b>

### Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2008	FY 2009	FY 2010	FY 2011
Annual (unduplicated) Enrollment Headcount	4,625	5,062	5,380	5,731
- Academic	3,495	3,584	3,732	3,789
- Professional-Technical	1,130	1,478	1,648	1,942
Annual Enrollment FTE	2,661	2,811	2,994	3,264
- Academic	2,241	2,334	2,496	2,711
- Professional-Technical	420	477	498	554
Annual Student Credit Hour Production	79,929	84,661	89,815	97,920
- Academic	67,237	70,356	74,878	81,317
- Professional-Technical	12,692	14,305	14,937	16,609
Credit Hours Taught per Faculty FTE	441	453	491	573

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 19, 2011**

**Lewis–Clark State College**

Performance Measurement Report

Degrees/Certificates Awarded	515	560	604	607
- Academic	374	398	450	445
- Professional-Technical	141	162	154	162
Pre-College				
- Annual Dual Credit hours	1,238	1,596	1,670	2,210
- Annual Tech Prep hours	1,727	3,146	3,464	3,893
- Annual Dual Credit Headcount	207	223	282	293
- Annual Tech Prep Headcount	483	858	959	1,195
Enrollment-Headcount (Fall End of Term)	3,883	4,054	4,303	4,681
Enrollment-Full Time Equivalent (Fall End of Term)	2,686	2,826	3,002	3,242



## Lewis–Clark State College

## Performance Measurement Report

### Performance Highlights:

Among the events that took place in FY2011 during the execution of LCSC's Plan were the following:

- The PACE Program is now available in Sandpoint.
- The State Department of Professional-Technical Education awarded the Exemplary Program of the Year to LCSC's Diesel Technology Program in June 2011.
- LCSC inducted Ed Cheff as its first Athletics Hall of Fame member. Coach Cheff had a 34 season career which yielded 16 NAIA World Series titles and a career winning percentage of 80%.
- Dr. Heather Van Mullem was selected as the Educator of the Year by the American Alliance for Health, Physical Education, Recreation, and Dance (AAHPERD) Northwest District College and University.
- DPW has funded the renovation of Meriwether Lewis Hall. The project will convert old laboratory spaces to general use facilities.
- The LCSC AmeriCorps program received a grant for \$1.3M and also received the School Volunteer of the Year award from Idaho Governor's Brightest Star Awards. LCSC was recognized for its leadership in community service and literacy activities.
- Following a fire in March 2009, the Grand Re-opening of the LCSC Center for Arts and History took place on September 10, 2010.
- LCSC is a recipient of approximately \$1M from the J.A. and Kathryn Albertson Foundation Student Success grant.
- LCSC increased operating efficiency by eliminating the centralized motor pool.
- Successful implementation of first phase of document imaging/electronic financial transaction system.
- Successful senior administration transition with a new President and Provost team.
- Commenced LCSC-CDA operations in upgraded classroom facilities on North Idaho College campus.
- Successful first year for international student living & learning facility which is located in the *York House*.

### Part II – Performance Measures

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	Benchmark
Scholarship Dollars Per Student FTE <sup>1</sup>					
- Academic	\$1,630	\$1,819	\$1,868	\$1,666	\$1,700
- Professional-Technical	1,366	1,229	1,338	1,622	1,650
Full-time Freshman (degree-seeking) Retention Rate <sup>2</sup>	55%	52%	50%	54%	54%
Graduation Rates (Percent of full-time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length) <sup>3</sup>	24%	27%	24%	28%	28%



## Lewis-Clark State College

### Performance Measurement Report

Degrees/Certificates Awarded <sup>4</sup>	515	560	604	607	
- Academic	374	398	450	445	607 Total
- Professional-Technical	141	162	154	162	
First-time licensing/certification Exam Pass Rates <sup>5</sup>	NCLEX-RN 92% (National Average=84%)  NCLEX-PN 100% <sup>6</sup> ARRT 100% <sup>7</sup> PRAXIS II 91%	NCLEX-RN 90% (National Average=86%)  NCLEX-PN 67% <sup>6</sup> ARRT 100% <sup>7</sup> PRAXIS II 91%	NCLEX-RN 80% (National Average=88%)  NCLEX-PN 75% <sup>6</sup> ARRT 92% <sup>7</sup> PRAXIS II 88%	NCLEX-RN 95% (National Average=89%)  NCLEX-PN 100% <sup>6</sup> ARRT 92% <sup>7</sup> PRAXIS II 92%	NCLEX-RN: Meet or Exceed National Average NCLEX-PN: Meet or Exceed National Average ARRT: Meet or Exceed National Average PRAXIS II 91%
Fall End of Term Duplicated Headcount for Students Enrolled in web, hybrid, and lecture/web enhanced courses <sup>8</sup>	2,051	5,031	6,878	7,431	8,000
Percentage of LCSC graduates employed <sup>9</sup>	78%	80%	65%	68%	70%
Number of GED certificates awarded by LCSC	481	495	489	514	500
ETS Measures of Academic Proficiency and Progress or ETS Proficiency Profile critical thinking construct <sup>10</sup>	86 <sup>th</sup> Percentile	n/a	n/a	88 <sup>th</sup> Percentile	80 <sup>th</sup> Percentile

#### Performance Measure Explanatory Notes:

1. LCSC Foundation assets have been adversely impacted by the current economic downturn. In FY2011 the Foundation was compelled to decrease scholarship levels by approximately \$21,000. The J.A. and Kathryn Albertson Foundation Scholarship grant, however, has provided increased funding for scholarships but the economic downturn has also stimulated demand for LCSC's programs and scholarships.
2. Increased efforts by Student Services yielded improved freshman retention rates. While last year's improvement in the retention rate was heartening, LCSC will strive for even greater retention. In FY 2012, LCSC will develop a comprehensive enrollment management plan, which will include redoubled effort in intervening with students who are likely to drop out.
3. In FY 2011, LCSC saw an increase in the graduation rate due to increased efforts in improving scheduling, enhanced student advising, and streamlined graduation procedures.
4. In FY 2011, degrees and certificates awarded were stable. The comprehensive enrollment management plan which will be developed in FY 2012 will include strategies to increase the number of degrees and certificates awarded.
5. Certification and licensing exam pass rates reflect first-time test takers only. All graduates must eventually pass the exams before practicing in their field.
6. Numbers of NCLEX-PN first-time test takers for FY2008-2011 were: 2007-12; 2008-12; 2009-3; 2010-4; 2011-10.
7. Numbers of ARRT first-time test takers for FY2008-2011 were: 2008-9; 2009-12; 2010-18; 2011-12.

## Lewis–Clark State College

### Performance Measurement Report

8. Distance learning course enrollment has shown strong and steady growth, up 8% in FY2011.
9. This value reflects the percentage of LCSC graduates who are employed within six months of graduation. It does not include graduates who have entered the military, graduate school, or are on religious mission. While LCSC continues to produce well-prepared workers, the opportunity for employment is subject to the state of the economy, which is beyond LCSC's control.
10. This test is administered every three years, which is the interval frequency recommended by the Voluntary System of Accountability for the College Portrait. The Educational Testing Service Measure of Academic Proficiency and Progress (MAPP) tests the constructs that are generally agreed to be legitimate outcomes of general education programs. Rather than testing general education components separately, MAPP provides a holistic assessment that captures the synergy that is expected from a collection of courses comprising a program. The percentile score reflects LCSC's performance in one of the major constructs compared with other Baccalaureate institutions (both public and private). LCSC has administered the test in Spring 2008 and Spring 2011. The test is now called ETS Proficiency Profile.

#### For More Information Contact

Dr. Howard R. Erdman, Director  
Office of Institutional Planning, Research, and Assessment  
Lewis-Clark State College  
500 8<sup>th</sup> Ave.  
Lewiston ID 83501  
Phone: (208) 792-2065  
E-mail: [hherdman@lcsc.edu](mailto:hherdman@lcsc.edu)

## Boise State University

## Performance Measurement Report

### ***Part 1 – Agency Profile***

#### **Agency Overview**

Boise State University is an institution on the rise. With an enrollment of approximately 20,000 students, a burgeoning research agenda, new buildings, and expanding degree programs, the university continues to play a crucial role in the region's economic development and famed quality of life.

Idaho's metropolitan university offers studies in nearly 200 fields of interest in seven colleges: Arts and Sciences, Business and Economics, Education, Engineering, Graduate Studies, Health Sciences, and Social Sciences and Public Affairs. Degrees offered include more than 70 master's and four doctoral programs.

Based in part on a growing reputation as one of America's high-tech hotbeds, the Treasure Valley economy has changed dramatically over the past several years, and Boise State University is matching it step for step. While safeguarding the strong teaching reputation that earned it 11 Idaho Professor of the Year awards from CASE, Boise State University is adding a new emphasis on research to serve the region's growing economic needs.

Boise State University students can study abroad or at education centers in Coeur d'Alene, Gowen Field, Lewiston, Mountain Home, Meridian, or Twin Falls. Classes also are offered via the Internet, compressed video, microwave, cable, and computer conferencing. The University has an evening program at both the undergraduate and graduate levels, the state's largest summer session, and an engaging institute for learners over age 50.

The University has approximately 3,000 full- and part-time employees, including more than 600 full-time faculty members and 1,300 professional and classified staff. It is fully accredited by the Northwest Commission on Colleges and Universities. The University joined the Mountain West Conference in 2011.

Boise State University is governed by the State Board of Education, which is statutorily designated as the Board of Trustees for the institution. In 2003, the Board appointed Dr. Robert Kustra to serve as President.

#### **Core Functions/Idaho Code**

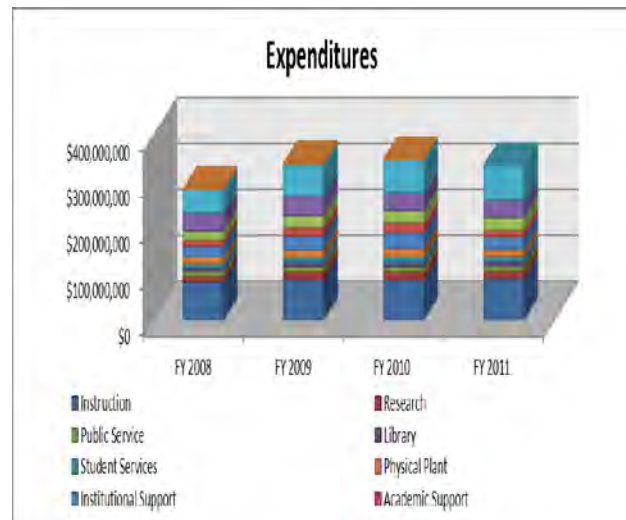
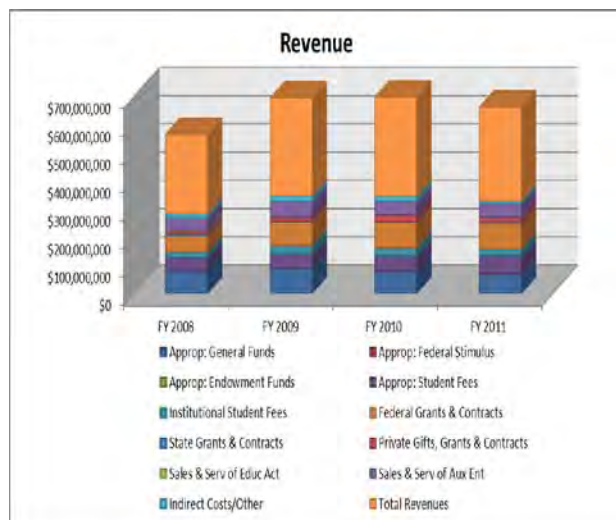
Boise State University is created by Idaho Code Title 33, Chapter 40. Idaho Code 33-4001 provides the primary function of Boise State University to be that of "an institution of higher education" and "for the purposes of giving instruction in college courses..." In addition, it provides the "standards of the courses and departments maintained in said university shall be at least equal to, or on a parity with those maintained in other similar colleges and universities in Idaho and other states," and that the "courses offered and degrees granted at said university shall be determined by the board of trustees."

## Boise State University

## Performance Measurement Report

### Revenue and Expenditures:

Revenue	FY 2008	FY 2009	FY 2010	FY 2011
Approp: General Funds	\$80,836,300	\$89,148,183	\$78,352,400	\$70,116,300
Approp: Federal Stimulus	\$0	\$0	\$4,856,400	\$1,381,100
Approp: Endowment Funds	\$0	\$0	\$0	\$0
Approp: Student Fees	\$47,423,600	\$50,661,117	\$55,165,000	\$61,818,400
Institutional Student Fees	\$18,728,250	\$30,380,097	\$29,373,721	\$24,094,812
Federal Grants & Contracts	\$59,296,679	\$84,068,486	\$89,641,739	\$91,434,574
State Grants & Contracts	\$7,799,964	\$3,246,324	\$2,840,328	\$2,897,135
Private Gifts, Grants & Contracts	\$10,021,346	\$13,309,333	\$22,489,477	\$17,621,575
Sales & Serv of Educ Act	\$1,108,983	\$0	\$0	\$0
Sales & Serv of Aux Ent	\$42,643,084	\$56,966,521	\$49,268,011	\$47,671,784
Indirect Costs/Other	\$14,466,121	\$18,679,149	\$18,356,568	\$12,801,879
<b>Total Revenues</b>	<b>\$282,324,327</b>	<b>\$346,459,210</b>	<b>\$350,343,644</b>	<b>\$329,837,559</b>
Expenditure	FY 2008	FY 2009	FY 2010	FY 2011
Instruction	\$82,427,357	\$87,423,171	\$86,989,423	\$90,631,721
Research	\$13,413,787	\$17,891,374	\$18,088,831	\$15,026,939
Public Service	\$10,348,402	\$12,594,255	\$12,051,052	\$12,396,695
Library	\$7,135,544	\$7,407,503	\$7,160,147	\$6,997,873
Student Services	\$9,166,797	\$10,269,955	\$13,195,914	\$11,941,830
Physical Plant	\$14,597,502	\$17,037,209	\$18,189,410	\$15,081,111
Institutional Support	\$22,961,137	\$30,496,067	\$33,745,968	\$26,710,970
Academic Support	\$14,708,294	\$18,854,391	\$22,050,035	\$15,686,466
Athletics	\$19,719,525	\$25,584,503	\$26,312,240	\$32,806,108
Auxiliary Enterprises	\$38,371,189	\$42,378,593	\$38,904,476	\$33,068,047
Scholarships/Fellowships	\$50,787,808	\$68,285,664	\$72,646,006	\$71,650,735
Other	\$1,218,300	\$1,900,300	\$800,000	\$1,381,100
<b>Total Expenditure</b>	<b>\$284,855,642</b>	<b>\$340,122,985</b>	<b>\$350,133,502</b>	<b>\$333,379,595</b>



**Profile of Cases Managed and/or Key Services Provided**

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
<b>1. Enrollments: <sup>1</sup></b>	<b>AY2007-08</b>	<b>AY 2008-09</b>	<b>AY 2009-10</b>	<b>AY 2010-11</b>
Fall Enrollment Total Headcount (End of Term)	21,380	21,559	21,181	22,973
--Professional Technical	1,248	1,180	0	0
--Undergraduate	17,454	17,535	18,150	19,126
--Graduate	2,678	2,844	3,031	3,847
Spring Enrollment Total Headcount (End of Term)	19,866	19,983	19,720	20,320
--Professional Technical	1,450	1,367	0	0
--Undergraduate	15,799	15,864	16,379	17,057
--Graduate	2,617	2,752	3,341	3,263
Summer Enrollment Total Headcount (End of Term)	6,225	6,815	7,483	8,507
--Professional Technical	299	379	0	0
--Undergraduate	4,279	4,539	4,901	5,362
--Graduate	1,647	1,897	2,582	3,145
Annual Enrollment Total Headcount (End of Term headcounts; unduplicated count of students attending Su, Fa, and/or Spr)	27,193	27,596	27,622	29,443
--Professional Technical	1,835	1,764	0	0
--Undergraduate	20,993	20,992	21,560	22,521
--Graduate	4,531	5,003	6,127	6,989
<b>2. Student Credit Hours (SCH) Produced:</b>	<b>AY2007-08</b>	<b>AY 2008-09</b>	<b>AY 2009-10</b>	<b>AY 2010-11</b>
Fall SCH Total (End of Term)	219,704	225,115	225,710	239,670
--Professional Technical	11,396	11,010	0	0
--Undergraduate	196,404	199,951	210,091	220,973
--Graduate	11,904	14,154	15,619	18,697
Spring SCH Total (End of Term)	208,421	215,098	213,544	221,530
--Professional Technical	12,061	11,836	0	0
--Undergraduate	183,635	189,152	196,942	204,899
--Graduate	12,725	14,110	16,602	16,631
Summer SCH Total (End of Term)	30,094	33,846	36,099	40,603
--Professional Technical	1,325	2,212	12	0
--Undergraduate	23,339	25,687	27,691	31,057
--Graduate	5,430	5,947	8,396	9,546

# Boise State University

## Performance Measurement Report

Annual SCH Total (End of Term)	458,219	474,059	475,353	501,803
--Professional Technical	24,782	25,058	12	0
--Undergraduate	403,378	414,790	434,724	456,929
--Graduate	30,059	34,211	40,617	44,874

### 3. Dual Enrollment and Distance Education <sup>2</sup>

	AY2007-08	AY 2008-09	AY 2009-10	AY 2010-11
Dual Enrollment Student Credit Hours – 12 month academic year	4,860	5,442	7,648	9,435
Dual Enrollment Distinct Students – 12 month academic year	1,100	1,217	1,602	2,030
Distance Education Student Credit Hours – 12 month academic year <sup>3</sup>	34,252	40,258	47,491	52,590
Distance Education Distinct Students Enrolled – 12 month academic year	6,502	7,163	8,381	9,147

### 4. Degrees & Certificates Awarded and # of Graduates

Count of Awards Made <sup>4</sup>	FY2007-08 <sup>5</sup>	FY 2008-09	FY 2009-10	FY 2010-11
Professional Technical Degrees and Certificates	290	494	99	61
Associate Degrees (Academic)	296	292	287	195
Bachelor's Degree	1,933	2,093	2,181	2,573
Certificate - Graduate	43	6866	85	121
Master's Degree	482	482	547	641
Doctorate Degree	1	9	8	11
Grand Total	3,045	3,438	3,207	3,602

Count of Distinct Students Receiving Awards	FY2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Professional Technical Degrees and Certificates	328	497	94	59
Associate Degree	295	292	286	194
Bachelor's Degree	1,840	1,997	2,094	2,408
Certificate - Graduate	40	65	84	121
Master's Degree	482	482	547	641
Doctorate Degree	1	9	8	11
Grand Total	2,888	3,238	3,054	3,352

Count of STEM and STEM Education Degrees Awarded <sup>6</sup>	FY2007-08	FY 2008-09	FY 2009-10	FY 2010-11
STEM Bachelor's Degree	197	215	235	272
STEM Education Bachelor's Degree	7	16	9	23
STEM Master's Degree	57	54	61	75
STEM Doctorate Degree	1	3	3	3
Grand Total	262	288	308	373

FY 2008	FY 2009	FY 2010	FY 2011
---------	---------	---------	---------

# Boise State University

## Performance Measurement Report

5. Sponsored Projects Proposals and Awards <sup>7</sup>				
Total # of Proposals Submitted	349	365	366	368
Total # of Awards	281	268	314	257
Total Federal Appropriation (Earmark) Funding	\$2,981,438	\$11,089,488	\$5,255,044	\$732,088
Total Recovery/Stimulus Funding		\$40,878	\$10,333,374	\$4,480,370
Remainder of Sponsored Projects Funding	\$25,039,997	\$25,942,157	\$34,471,530	\$30,762,184
Total Sponsored Projects Funding	\$28,021,435	\$37,072,523	\$50,059,948	\$35,974,642
6. Intellectual Property Disclosures				
	FY 2008	FY 2009	FY 2010	FY 2011
# of Disclosures	19	7	14	22
7. # of Publications and Citations of Boise State Publications (5 year span of calendar years)				
	CY 2003-07	CY 2004-08	CY 2005-09	CY 2006-10
Publications by Boise State Authors	820	915	1,002	1,079
Citations of Boise State Publications	1,598	2,218	2,867	3,874
8. Impact of the Idaho Small Business Development Center				
	CY 2007	CY 2008	CY 2009	CY2010
3-year average yearly sales growth of ISBDC clients & all Idaho small businesses	41% / 9%	38% / 8%	13% / 1%	19.3% / 1.9%
9. Students Participating in Courses with Service Learning Component				
	FY 2008	FY 2009	FY 2010	FY 2011
Number of Students	1805	2070	2416	2,581
10. Formal Contractual Collaborations with Businesses <sup>8</sup>				
	FY 2008	FY 2009	FY 2010	FY 2011
Industry Sponsored Research Agreements (with Private, for-Profit entities)	6	8	12	17

### Part II – Performance Measures

Performance Measure	FY2008	FY2009	FY2010	FY2011	Performance Target ("Benchmark") by F2013 <sup>9</sup>
1. Average Aid per Undergraduate student <sup>10</sup>	FY2007	FY2008	FY2009	FY 2010	
\$\$ per student	\$3,230	\$3,587	\$3,228	\$4,208	\$4,378 <sup>11</sup> (=68% of FY10 peer avg. of \$6,428)
2. Retention Rate	Fall 2007 <sup>12</sup> cohort	Fall 2008 cohort	Fall 2009 cohort	Fall 2010 cohort	



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 19, 2011**

# Boise State University

## Performance Measurement Report

% of baccalaureate-seeking, full-time, first time students who return for class fall of sophomore year	63.7%	66.4%	68.6%	Not available at this time	73% <sup>11</sup> (=100% of FY10 peer avg. of 73%)
<b>3. 6-year Graduation Rate</b>	Fall 2002 <sup>13</sup> cohort	Fall 2003 cohort	Fall 2004 cohort	Fall 2005 cohort	
% of baccalaureate-seeking, full-time, first time students who complete program within 6 years	24.3%	26.3%	28.1%	Not available at this time	29.6% <sup>11</sup> (=85% of FY10 peer avg. of 34.9%)
<b>4. Students Participating in Undergraduate Research Conference</b>	Spring 2008	Spring 2009	Spring 2010	Spring 2011	
Number of participants	290	461	510	412	500
<b>5. Incoming Freshmen Characteristics</b>	Fall 2007 freshmen	Fall 2008 freshmen	Fall 2009 freshmen	Fall 2010 freshmen	
Average HS GPA direct from High School	3.30	3.35	3.35	3.37	3.4 <sup>11</sup> (=97% of FY10 peer avg. of 3.52)
All Freshmen	3.29	3.31	3.30	3.30	
% in top quartile of HS class	35.1%	35.6%	36.1%	36.9%	37.4% <sup>11</sup> (=113% of FY10 peer avg. of 33.12%)
Ethnic diversity: % nonwhite	14.8%	13.1%	16.8%	16.5%	16.5% <sup>14</sup> (=98% of regional avg of 16.8%)
<b>6. Student FTE to Faculty FTE Ratio</b>	FY 2008	FY 2009	FY 2010	FY 2011	
Ratio	18.6 : 1	18.2 : 1	20.2 : 1	21.0:1	20:1 <sup>11</sup> (=110% of peers avg of 18.1)
<b>7. Interactions with Students of Different Beliefs and Ethnicity (NSSE)</b>		2006	2008	2010	
Frequency of serious conversations with students of different race or ethnicity (Averages: BSU / Urban Consortium) <sup>15</sup>		2.4 / 2.68	2.42 / 2.69	2.47 / 2.63	95% of urban consortium peers rating
Frequency of serious conversations with students of different beliefs (Averages: BSU / Urban Consortium) <sup>16</sup>		2.64 / 2.67	2.64 / 2.65	2.66 / 2.69	Equal to urban consortium peers
<b>8. Externally Funded Research Expenditures</b>	FY2008	FY2009	FY2010	FY 2011	
\$\$ of Expenditures	\$12,241,433	\$11,201,803	\$15,477,667	\$20,336,669	\$22,000,000
<b>9. Contributions to the Boise State University Foundation<sup>17</sup></b>	FY2008	FY2009	FY2010	FY 2011	
Total of Contributions: To Endowment, Restricted, and Unrestricted	\$23,200,000	\$13,100,000	\$16,600,000	\$19,200,000	\$20,000,000



## Boise State University

## Performance Measurement Report

### Part III – Performance Highlights

- Our enrollments continue to increase dramatically:
  - Total enrollment for fall 2010 reached a record 22,973, as of the end of term, a growth of 7.52% over the last three years. Undergraduate enrollments increased 9.21% in that time frame, with a growth of 38.57% in graduate enrollments.
  - Ours concurrent enrollment program increased enrollment 58.05% since 2007-08 and student credit hours increased 59.82% for that same period.
- Our student credit hours increased 9.17% from 2007-08, with a growth of 12.32% for undergraduate student credit hours and 36.47% for graduate student credit hours.
- Since 2007-08 Distance Education has increased enrollment 40% and student credit hours 53.5%.
- Since 2007-08 the number of graduates has increased 17.37%, with a 125% increase in doctoral degrees, a 29.07% increase in master degrees and a 29.34% increase in bachelor degrees.
- Our student success continues to improve. Between fall 2007 and fall 2010, the retention rate of our first time, full-time freshmen improved 4.2% to 70.3%. The retention rate of full-time transfer students improved 7.2% over the same period to 70.99%.
- Boise State University surpassed \$185.4 million during the first-ever comprehensive effort to raise funds to benefit its people, places and programs. This makes it the most successful higher education fundraising campaign in Idaho history.

#### For More Information Contact

Bob Kustra  
President  
Boise State University  
1910 University Dr  
Boise, ID 83725-1000  
Phone: 426-1491  
E-mail: [bobkustra@boisestate.edu](mailto:bobkustra@boisestate.edu)

### Notes for Cases Managed and/or Key Services Provided:

<sup>1</sup> Enrollments and student credit hours are reported as end of term numbers, not 10<sup>th</sup> day snapshot. End of term enrollment numbers better include enrollments of dual enrolled students.

<sup>2</sup> Dual enrollment credits and students are measures of activity that occur over the entire year at multiple locations using various delivery methods. When providing measures of this activity, counts over the full year (instead of by term) provide the most complete picture of the number of unduplicated students that are enrolled and the number of credits earned.

<sup>3</sup> Distance Education is characterized by: the use of one or more technologies to deliver instruction to students who are separated from the instructor and to support regular and substantive interaction between the students and the instructor, either synchronously or asynchronously. (Summarized from the language in the new Higher Education Opportunity Act.) Courses that are taught at a distance using educational technology are referred to as distance education (DE) classes.

<sup>4</sup> The count of awards made is greater than the number of graduating students because some graduating students receive multiple awards.

<sup>5</sup> For the purposes of degrees awarded, "FY 2008-09" consists of fall 2008 graduates, spring 2009 graduates, and summer 2009 graduates.

<sup>6</sup> Baccalaureate STEM degrees: BS Applied Mathematics, BS Biology, BS Chemistry, BS/BEng Civil Engineering, Computer Science, Electrical and Computer Engineering, Geoarchaeology, Geophysics, Geoscience, Materials Science & Engr, Mathematics, Mechanical Engineering

Baccalaureate STEM Education degrees: Biology, Chemistry, Mathematics and Physics

Master's STEM degrees: MA or MS in Biology, MS in Raptor Biology, MS in Chemistry, MS in Geology, PhD in Geosciences, MS in Hydrologic Sciences, MS in Geophysics, PhD in Geophysics, MS in Mathematics, MEng or MS in Civil Engineering, MEng or MS in Computer Engineering, MS in Computer Science, MEng or MS in Electrical Engineering, PhD in Electrical and Computer Engineering, MS in Materials Science and Engineering, MEng or MS in Mechanical Engineering

Master's STEM Education degrees: MS STEM Education MS in Mathematics Education

Doctoral STEM degrees: PhD Electrical and Computer Engineering, PhD Geology, PhD Geophysics

<sup>7</sup> "Sponsored Projects" refers to externally funded projects of all types (research, instructional, and public service) funded from all sources (federal, state, local, and private).

## Boise State University

### Performance Measurement Report

<sup>8</sup> This performance measure will eventually include several additional components in addition to that listed: Material Transfer Agreements, Non-Disclosure Agreements, Joint Development Agreements, Services Agreements, Facilities Use Agreements, and License Agreements.

#### Notes for Performance Measures:

<sup>9</sup> Performance targets are targeted to be achieved in FY2013.

<sup>10</sup> Includes grants or scholarships from federal government, state or local government, the university or other sources

<sup>11</sup> Performance target, unless otherwise noted, is based on the average of peer institutions for FY10. For the FY11 Performance Report, our benchmarks are based on the following peers and set performance targets relative to those benchmarks. The thirteen peer institutions are California State University-Fresno, Cleveland State University, Georgia State University, Indiana University-Purdue University-Indianapolis, Portland State University, San Francisco State University, The University of Texas at San Antonio, University of Akron Main Campus, University of Massachusetts-Boston, University of Memphis, University of Missouri-Kansas City, University of Nebraska at Omaha, University of New Orleans.

<sup>12</sup> Retention for the Fall 2008 cohort is measured as the percent of the Fall 2008 cohort of first time, full-time baccalaureate-seeking freshmen that return to enroll in Fall of 2009.

<sup>13</sup> 6-year graduation rate of the Fall 2004 cohort is measured as the percent of the Fall 2004 cohort of first-time, full-time baccalaureate-seeking freshmen that graduated before the beginning of the fall 2010 semester..

<sup>14</sup> Based on a comparison of 7 regional states (Idaho, Oregon, Washington, Montana, Wyoming, Utah, Nevada). The average of these 7 states non-white population based on 2010 census information.

<sup>15</sup> National Survey of Student Engagement question: "How often did you have serious conversations with students of a different race or ethnicity than your own?" (1=never, 2=sometimes, 3=often, 4=very often).

<sup>16</sup> National Survey of Student Engagement question: "How often did you have serious conversations with students who differ from you in terms of their religious beliefs, political opinions, or personal values?" (1=never, 2=sometimes, 3=often, 4=very often)

<sup>17</sup> Includes cash, pledges and non-cash gifts

## Idaho State University

### Performance Measurement Report

#### Agency Overview

Idaho State University was recently classified as Research University-High by the Carnegie Foundation. ISU is only one of 98 institutions in the country in this prestigious group.

Idaho State University strives to advance scholarly and creative endeavor through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these qualities to enhance technical, undergraduate, graduate, and professional education, health care, and other services provided to the people of Idaho, the Nation, and the World; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

ISU has six colleges: Arts and Letters, Business, Education, Pharmacy, Science and Engineering, and Technology. The Division of Health Sciences includes the College of Pharmacy, and the Kasiska School of Health Professions, School of Nursing, School of Rehabilitation and Communication Sciences, and Office of Medical and Oral Health. ISU's main campus and outreach centers are alive with the excitement of teaching, learning, creating and sharing of ideas. The jewel of southern Idaho—ISU's L.E. and Thelma E. Stephens Performing Arts Center—is a venue for local and international productions of the highest caliber. ISU, in its Board-assigned Mission, is the institution given the primary emphasis for education in the health professions and related biological and physical sciences. ISU offers high-quality programs in nearly all of the health professions, including postgraduate training in family medicine, dentistry, and pharmacy. Our faculty maintains mutually beneficial partnerships with health care institutions throughout the state. Researchers in ISU's Idaho Accelerator Center, in partnership with the Idaho National Laboratory and the Center for Advanced Energy Studies, collaborate on much-needed energy research.

#### Core Functions/Idaho Code

ISU is a publicly-supported institution of higher education as created under the laws of the State of Idaho, Idaho Statute Title 33, chapter 30 and is governed by the State Board of Education.

As a public Doctoral Research University, ISU meets the needs of a diverse population with certificate, associate, baccalaureate, master's and doctoral degree offerings, as well as postgraduate residency training. ISU's programs in the health professions, including pharmacy, reflect ISU's commitment to development of unique programs in the health professions consistent with its assigned mission. The preparation of teachers, administrators, and other education professionals is another primary emphasis at ISU. Programs in business and engineering respond to a variety of current and emerging demands within the state and region and, with the change in focus of the Idaho National Laboratory to nuclear science, ISU is expanding its nuclear science programming and continues its leadership in this area. ISU is committed to maintaining strong arts and sciences programs as independent, multifaceted fields of inquiry and as the basis of other academic disciplines. The University offers a substantial array of graduate programs in the arts and sciences, education, and health professions. Within its College of Technology, ISU provides students high quality professional education and technical training in response to the needs of private industry.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 19, 2011**

**Idaho State University**

Performance Measurement Report

**Revenue and Expenditures <sup>1</sup>:**

<b>Revenue</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Approp: General Funds	\$82,812,633	\$87,622,446	\$78,598,679	\$70,977,925
Approp: Federal Stimulus	\$0	\$0	\$4,126,300	\$1,173,500
Approp: Endowment Funds	\$1,843,500	\$2,020,700	\$2,121,300	\$2,121,500
Approp: Student Fees	\$32,365,532	\$34,013,220	\$37,588,552	\$46,318,776
Institutional Student Fees	\$17,184,861	\$18,281,770	\$19,699,467	\$21,224,439
Federal Grants & Contracts	\$85,056,199	\$89,146,950	\$103,935,280	\$120,640,296
State Grants & Contracts	\$7,229,833	\$7,560,240	\$8,034,740	\$8,638,938
Private Gifts, Grants & Contracts	\$10,911,881	\$12,012,194	\$13,366,222	\$13,038,361
Sales & Serv of Educ Act	\$4,462,051	\$4,930,056	\$5,146,525	\$5,124,285
Sales & Serv of Aux Ent	\$21,976,328	\$22,222,614	\$20,371,796	\$20,904,227
Indirect Costs/Other	\$8,405,673	\$9,560,307	\$8,728,874	\$10,195,746
<b>Total Revenues</b>	<b>\$272,248,491</b>	<b>\$287,370,497</b>	<b>\$301,717,735</b>	<b>\$320,357,993</b>
<b>Expenditure</b>				
Instruction	\$88,505,670	\$92,765,539	\$89,304,998	\$89,060,654
Research	\$26,517,682	\$29,973,932	\$30,392,481	\$34,018,929
Public Service	\$4,512,895	\$4,826,166	\$3,851,861	\$3,180,603
Library	\$5,372,714	\$5,390,026	\$4,939,251	\$4,924,218
Student Services	\$8,144,786	\$8,455,009	\$7,804,741	\$7,563,755
Physical Plant	\$15,045,944	\$15,576,677	\$18,031,943	\$16,804,498
Institutional Support	\$16,998,353	\$18,575,992	\$18,432,015	\$22,035,515
Academic Support	\$11,792,910	\$13,319,827	\$12,668,776	\$12,764,214
Athletics	\$7,935,703	\$8,019,039	\$7,949,803	\$8,045,694
Auxiliary Enterprises	\$18,208,958	\$17,470,121	\$16,583,859	\$16,971,281
Scholarships/Fellowships	\$71,621,259	\$74,518,868	\$89,821,109	\$103,552,073
Other	\$0	\$0	\$2,534,237	\$1,425,765
<b>Total Expenditure</b>	<b>\$274,656,874</b>	<b>\$288,891,196</b>	<b>\$302,315,074</b>	<b>\$320,347,199</b>

# Idaho State University

## Performance Measurement Report

**DFM chart will be placed here**

### Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided				
	FY 2008	FY 2009	FY 2010	FY 2011
Annual (unduplicated) Enrollment Headcount <sup>2</sup>				
- Professional Technical	1,466	1,434	1,736	1,876
- Undergraduate	12,373	12,996	13,760	13,572
- Graduate	3,916	3,795	3,601	3,192
(Does not include Tech Prep students) Total:	<b>17,755</b>	<b>18,225</b>	<b>19,097</b>	<b>18,640</b>
Annual Enrollment Full-Time Equivalency (FTE) <sup>3</sup>				
- Professional Technical	988	1,032	1,151	1,081
- Undergraduate	7,077	7,199	7,792	7,880
- Graduate	1,797	1,901	2,030	2,060
(Does not include Tech Prep students) Total:	<b>9,862</b>	<b>10,132</b>	<b>10,973</b>	<b>11,021</b>
Credit Hours Taught: <sup>4</sup>				
- Total Credit Hours	<b>285,069</b>	<b>292,542</b>	<b>317,005</b>	<b>318,263</b>
- PTE Credit Hours	29,638	30,951	34,533	32,417
- Academic Credit Hours	<b>255,431</b>	<b>261,591</b>	<b>282,472</b>	<b>285,846</b>
- Undergraduate Hours	212,304	215,976	233,747	236,411
- Graduate Hours	43,127	45,615	48,725	49,435
(Does not include Tech Prep students)				
Degrees/Certificates Awarded <sup>5</sup>				
- Technical Certificates	216	195	179	204
- Associate	307	293	300	340
- Bachelor	1,046	1,043	1,095	1,064
- Master	341	375	438	404
- Doctorate	130	129	133	143
Total:	<b>2,040</b>	<b>2,035</b>	<b>2,145</b>	<b>2,155</b>
% awarded in Health Professions <sup>6</sup>	28%	31%	31%	32%
% awarded in STEM Disciplines <sup>7</sup>	15%	13%	16%	19%

## Idaho State University

## Performance Measurement Report

### Cases Managed and/or Key Services Provided Explanatory Notes:

1. Data are from Idaho State University "Sources and Uses of Funds" budget reports.
2. Unduplicated headcount – a student is counted only once in a fiscal year based on the student's highest level in the FY. Tech Prep students are not included. Historically, Tech Prep students who were in high school and enrolled in Professional-Technical programs were counted in ISU's enrollment. Beginning in Fall 2010, Tech Prep students are not counted. Tech Prep data are removed for all years to aid in comparison.
3. Annual full-time equivalency (FTE) is calculated by dividing the total Undergraduate and Professional Technical student credit hours (SCH) by 30; total Graduate SCH is divided by 24. Tech Prep students are not included in the data.
4. Credit hours generated by Tech Prep students are not included in the data.
5. Degrees are those awarded and posted as of July 22, 2011.
6. Certificates/Degrees with a U.S. Dept. of Education Classification of Instructional Programs (CIP) Code of 51 – Health Professions and Related Clinical Sciences, plus Counseling degrees and Clinical Psychology degrees.
7. Certificates/Degrees with a CIP Code in Science, Technology, Engineering, and Mathematics (STEM) as defined by the Consortium for Student Retention Data Exchange (CSRDE).
8. Credit hours and headcount data are from the State Board of Education Dual Credit Report.

### Performance Highlights:

Among the events that took place in FY 2011 during the execution of ISU's Plan were the following:

- 🐾 Economic Impact
  - Indirect and induced economic output of \$312 million to our community
  - Additional earnings from ISU alumni living and working in Idaho contribute \$873 million annually to the state economy
- 🐾 Expanding Research
  - Idaho State University was classified as Research University-High by the Carnegie Foundation. ISU is only one of 98 institutions in the country in this prestigious group.
  - Expanded research with the purchase of the 200,000 square-foot Ballard Building. The building was purchased using no state-appropriated funds.
  - Added nearly 5,000 square feet of new space for engineering and chemistry labs and research offices at the Idaho Accelerator Center with a \$793,000 grant-funded project.
  - Sponsored Programs – grant proposals submitted: \$108 million; awards received as of mid-June: \$36.1 million; 3 patent disclosures
  - Collaboration with Jefferson Labs, Pacific Northwest Lab, Northwind, Positron, US Geological Survey, Idaho National Laboratory, Bannock Development and others
  - In 2011, ISU faculty and students were the recipients of four Fulbright Scholarships
- 🐾 Students Come First
  - Career Path Internship Program – offering students paid experience in their fields
  - Streamlined registration and fee payment
  - "Living Learning" residence hall communities
  - 48 percent increase in veteran students since 2009
  - Veteran-to-veteran tutoring and support
  - Centralized services for tutoring and job assistance
  - Rural and Native American outreach
- 🐾 Supporting Student Athletes
  - New NCAA Division I women's softball field
  - New football turf
  - Remodeled locker rooms for women's volleyball, softball and basketball
  - Remodeled basketball court
- 🐾 Improving Health Care
  - 12 University clinics – 40,000 patient visits FY 2011
  - Community involvement
  - Global outreach
  - Translational research
  - The \$1.5 million renovation adds 5,200 square-feet of clinic space to the Meridian Health Sciences Center

## Idaho State University

## Performance Measurement Report

### **Part II – Performance Measures**

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	Benchmark
Average undergraduate amount from grant or scholarship aid received, from the federal government, a state or local government, the institution, and other sources known by the institution <sup>1</sup>	See note <sup>1</sup>	\$4,336	\$4,793	\$4,830	\$5,200
All Full-time Freshman (degree-seeking) Retention Rate (from 1 <sup>st</sup> to 2 <sup>nd</sup> year)	57.3%	58.5%	61.0%	63.2%	65%
Graduation Rates (Percent of full-time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length)	31%	35%	34%	31%	36%
Pass rates for required licensing & certification exams <sup>2</sup>					
Nursing (RN) –ISU pass rate	92%	97%	91%	89%	Meets or exceeds national averages
Nursing (RN) –national pass rate	86%	87%	88%	87%	
Pharmacy – ISU pass rate	98%	100%	98%	100%	
Pharmacy – national pass rate	97%	97%	97%	95%	
Physical Therapy – ISU pass rate	98%	88%	100%	98%	
Physical Therapy – national pass rate	86%	79%	85%	88%	
Physician Assistant – ISU pass rate	100%	79%	96%	96%	
Physician Assistant – national pass rate	93%	89%	92%	94%	
External funding (grants & contracts) awarded annually to ISU <sup>3</sup>	\$31,184,673	\$28,741,626	\$36,658,131	\$36,100,000	Increase by 2% per year
Average GPA of incoming full-time, first-year, degree-seeking freshmen <sup>4</sup>	3.33	3.25	3.14	3.17	≥3.40

#### **Performance Measure Explanatory Notes:**

1. Data are from the IPEDS Financial Aid survey and represents the average amount of aid from grants or scholarships received from the federal government, state/local government, the institution, and other sources known to the institution. This data was not collected by IPEDS in the 2007-2008 survey.
2. Pass rates for Nursing, Pharmacy, Physical Therapy, and Physician Assistant programs are provided as examples; pass rates for graduates of all academic health professions programs consistently meet or exceed the national pass rates.
3. Totals are for sponsored programs (research) and do not include federal Pell grants to students. The FY 2011 amount is as of mid-June 2011. The final FY 2011 total will not be completed until September.
4. Average high school grade point average of academic first-time, full-time freshmen degree-seeking students.

#### **For More Information Contact**

Arthur Vailas, President  
Idaho State University, Stop 8310  
Pocatello, ID 83209-8310  
Phone: (208) 282-2566  
E-mail: [vailarth@isu.edu](mailto:vailarth@isu.edu)



## University of Idaho

### Performance Measurement Report

#### ***Part 1 – Agency Profile***

##### **Agency Overview**

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.

As designated by the Carnegie Foundation, 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 medical and veterinary medical education programs in which the state of Idaho participates; WWAMI – Washington-Wyoming-Montana-Alaska-Idaho for medical education; WI – Washington-Idaho for veterinary medical education.

primary and continuing emphasis in agriculture, natural resources and metallurgy, engineering, architecture, Law, foreign languages, teacher preparation and international programs, business, education, liberal arts, physical, life and social sciences. Some of which also provide the core curriculum or general education portion of the curriculum.

The institution serves students, business and industry, the professional 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.

##### **Core Functions/Idaho Code**

Recognizing that education was vital to the development of Idaho, the legislature set as a major objective the establishment of an institution that would offer to all the people of the territory, on equal terms, higher education that would excel not only in the arts, letters, and sciences, but also in the agricultural and mechanic arts. The federal government's extensive land grants, particularly under the Morrill Act of 1862, provided substantial assistance in this undertaking. Subsequent federal legislation provided further for the teaching function of the institution and for programs of research and extension. In all, approximately 240,000 acres were allocated to the support of Idaho's land-grant institution.

After selecting Moscow as the site for the new university, in part because Moscow was located in the "center of one of the richest and most populous agricultural sections in the entire Northwest" and the surrounding area was not subject to the "vicissitudes of booms, excitement, or speculation," the University of Idaho was founded January 30, 1889, by an act of the 15<sup>th</sup> and last territorial legislature. That act, commonly known as the university's charter, became a part of Idaho's organic law by virtue of its confirmation under article IX, section 10, of the state constitution when Idaho was admitted to the union. As the constitution of 1890 provides, "The location of the University of Idaho, as established by existing laws, is hereby confirmed. All the rights, immunities, franchises, and endowments heretofore granted thereto by the territory of Idaho are hereby perpetuated unto the said university. The regents shall have the general supervision of the university and the control and direction of all the funds of, and appropriations to, the university, under such regulations as may be prescribed by law." Under these provisions, the University of Idaho was given status as a constitutional entity.



# University of Idaho

## Performance Measurement Report

### University of Idaho

#### Revenue and Expenditures:

Revenue	FY 2008	FY 2009	FY 2010	FY 2011
Approp: General Funds	\$92,866,700	\$99,457,400	\$92,748,000	\$73,576,700
Approp: Federal Stimulus	\$0	\$0	\$5,320,600	\$1,513,100
Approp: Endowment Funds	\$4,853,000	\$5,307,300	\$6,164,400	\$6,164,400
Approp: Student Fees	\$40,872,200	\$42,065,500	\$45,653,000	\$58,422,800
Institutional Student Fees	\$12,556,100	\$14,759,100	\$15,909,500	\$16,109,000
Federal Grants & Contracts	\$101,800,900	\$117,534,200	\$131,373,900	\$152,535,500
State Grants & Contracts	\$11,649,000	\$9,373,200	\$5,672,500	\$5,255,200
Private Gifts, Grants & Contracts	\$22,364,325	\$25,713,300	\$23,757,100	\$19,914,200
Sales & Serv of Educ Act	\$45,961,500	\$30,586,500	\$30,473,400	\$30,459,500
Sales & Serv of Aux Ent	\$34,080,385	\$34,199,300	\$34,999,600	\$39,162,600
Indirect Costs/Other	\$10,545,690	\$18,419,800	\$18,612,300	\$20,784,200
<b>Total Revenues</b>	<b>\$377,549,800</b>	<b>\$397,415,600</b>	<b>\$410,684,300</b>	<b>\$423,897,200</b>
Expenditure	FY 2008	FY 2009	FY 2010	FY 2011
Instruction	\$93,949,980	\$93,780,738	\$89,237,796	\$88,561,771
Research	\$68,940,782	\$61,331,428	\$60,332,520	\$65,398,096
Public Service	\$15,623,300	\$15,887,300	\$21,054,342	\$21,705,942
Library	\$7,940,553	\$8,267,702	\$8,220,580	\$7,840,734
Student Services	\$12,519,033	\$9,371,106	\$8,647,739	\$10,384,949
Physical Plant	\$31,917,175	\$28,670,636	\$27,406,419	\$27,845,934
Institutional Support	\$37,728,185	\$35,397,800	\$36,563,262	\$36,998,463
Academic Support	\$15,972,232	\$16,833,129	\$14,393,349	\$14,363,064
Athletics	Incl. in Aux.	Incl. in Aux.	\$13,213,731	\$14,181,585
Auxiliary Enterprises	\$45,243,580	\$47,547,193	\$37,284,100	\$38,768,100
Scholarships/Fellowships	\$47,203,780	\$76,068,868	\$83,854,362	\$95,965,062
Other	\$593,000	\$3,498,100	\$10,000,000	
<b>Total Expenditure</b>	<b>\$377,631,600</b>	<b>\$396,654,000</b>	<b>\$410,208,200</b>	<b>\$422,013,700</b>

#### Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided				
	FY 2008	FY 2009	FY 2010	FY 2011
Annual (unduplicated) Enrollment Headcount <sup>1</sup>				
- Undergraduate	10,621	10,955	11,250	11,133
- Graduate	5,173	4,955	4,891	4,668
- Professional	331	332	347	372
Total	16,125	16,242	16,488	16,173
Annual Credit Hours Taught <sup>2</sup>				
- Undergraduate	270,822	273,488	278,398	288,625
- Graduate	36,612	35,013	36,376	37,698
- Professional	10,797	10,796	11,413	10,891
Total	318,231	319,297	326,187	337,214
Annual Enrollment FTE <sup>2</sup>				
- Undergraduate	9,027	9,116	9,280	9,621
- Graduate	1,526	1,459	1,516	1,571
- Professional	369	369	388	389
Total	10,921	10,945	11,184	11,581

## University of Idaho

### Performance Measurement Report

Degrees Awarded <sup>3</sup>				
- Undergraduate	1850	1,670	1,641	1679
- Graduate	685	643	609	678
- Professional	100	96	95	102
Total	2,635	2,409	2,345	2,459
Dual Credit hours taught <sup>4</sup>				
- Total Annual Credit Hours	757	1,887	1,877	1,793
- Total Annual Student Headcount	224	529	533	515

<sup>1</sup> Summer, Fall and Spring, as reported to IPEDS.

<sup>2</sup> Based on SBOE PSR-1.5. FTE = Annual Credits divided by 30 for Undergraduate, 24 for Graduate, 28 for Law. WWAMI is student headcount.

<sup>3</sup> From UI Data Warehouse tables. Degrees Awarded counts here do not include Academic Certificates.

<sup>4</sup> From UI Dual Credit Report to SBOE.

### ***Performance Highlights:***

1. **High 81% 1<sup>st</sup> year retention rate for new frosh**, which is the highest in the state and five percentage points above the previous two years.
2. **Nearly \$90 million in funding from competitive externally funded grants and contracts.** This represents more than \$145,000 per full-time faculty engaged in instruction and research.
3. **High percentage of undergraduate degrees awarded in STEM fields**, 33% in FY2010, highest in the state and slightly higher than our new peer median of 32%. STEM=Science, Technology, Engineering & Math.
4. **Increasing percentage of full-time faculty, staff and students representing disadvantaged minorities.**

# University of Idaho

## Performance Measurement Report

### Part II – Performance Measures

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	Benchmarks
<u>UI Goal 1, Objective B</u> First-year Retention Rate <sup>1</sup> UI Rate Peer Median UI Rank	77% 81% 12 / 17	77% 83% 12 / 17	81% 83% 12 / 17	Available Fall 2011	SBOE: 70%  UI: 83% Peer Median
<u>UI Goal 1, Objective B</u> Six-Year Graduation Rate <sup>1</sup> UI Rate Peer Median UI Rank	57% 62% 12 / 17	56% 63% 12 / 17	55% 62% 12 / 17	Available Fall 2011	62% Peer Median
<u>UI Goal 2, Objective A:</u> Grant applications supporting/requiring interdisciplinary activities <sup>2</sup> - Number - Percent	System first implemented in FY09	114 10%	185 20%	164 18%	20%
<u>UI Goal 2, Objective A</u> Funding from competitive Federal funded grants <sup>3</sup> per full- time instruction and research faculty <sup>1</sup>	\$81,532,000 / 634 = \$ 128,599	\$88,242,000 / 650 = \$135,757	\$87,207,000 / 632 \$145,570	Available fall 2011	\$150,000
<u>UI Goal 2, Objective B</u> Percent of undergraduate students participating in research programs <sup>4</sup> STEM <u>Non-STEM</u> Total	18% 41% 59%	20% 36% 56%	21% 37% 58%	20% 49% 69%	20% 40% 60%
<u>UI Goal 2, Objective B</u> Number and Percent of UG degrees conferred in STEM fields <sup>1</sup> UI Number / Percent Peer Median Percent UI Rank	607 / 34% 31% 6 / 17	589 / 36% 32% 6 / 17	561 / 34% 32% 7 / 17	560 / 33% Available Summer 2012	32% Peer Median
<u>UI Goal 3, Objective B</u> Percent of undergraduate students participating in service learning opportunities <sup>5</sup> Number Percent	1,160 13%	1,933 20%	2,581 28%	3,243 34%	35%
<u>UI Goal 4, Objective A</u> Percent disadvantaged minority - full-time faculty <sup>1</sup> - full-time staff <sup>1</sup> - full-time students <sup>6</sup>	2.9% 3.9% 7.5%	2.9% 3.4% 8.0%	2.5% 3.5% 8.7%	3.2% 4.7% 10.7%	Faculty: 5.0% Staff: 6.8%  Students: 13.3%

## University of Idaho

## Performance Measurement Report

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	Benchmarks
<u>UI Goal 4: Objective B</u> Survey data support a positive experience with culture and climate <b>Students</b> –Satisfied with overall experience <sup>4</sup> <b>Faculty</b> –Satisfied with job overall <sup>7</sup> <b>Staff</b> –Are treated with consideration and respect <sup>8</sup>	97%	97%	96%	Available Fall 2011	97%
	56%	Not Surveyed	Not Surveyed	60%	74% Public Universities
	Not Surveyed	88%	Not Surveyed	Not Surveyed	90%
<u>UI Goal 4, Objective C</u> Institution primary reserve ratio comparable to the advisable level of reserves <sup>9</sup>	37%	31%	26%	Available Fall 2011	40%

### Performance Measure Explanatory Notes:

- <sup>1</sup> As reported to IPEDS; Peer data from IPEDS Peer Comparison system (STEM fields using CCA definitions).  
<sup>2</sup> From UI Office of Sponsored Programs; Interdisciplinary award dollar tracking system still under development.  
<sup>3</sup> From NSF Science Resources Statistics, Academic R&D Expenditures: Data Table 27.  
<sup>4</sup> From the UI web-based, Graduating Senior Survey – percent of responding graduates.  
<sup>5</sup> As reported by UI Career Center/Service Learning Center.  
<sup>6</sup> Fall 10<sup>th</sup> Day, US Citizen and Permanent Resident students who indicated Hispanic, Black or Native American.  
<sup>7</sup> From UCLA/HERI National Faculty Survey, which is conducted every third year.  
<sup>8</sup> From UI Staff Survey, which is conducted every third year.  
<sup>9</sup> As reported by UI Business and Accounting Services, Benchmark based on NACUBO recommendations.

#### For More Information Contact:

Keith Ickes, Executive Director of Planning and Budget  
 U of Idaho, Administration Bldg. Room 201  
 Moscow, ID 83844-3163  
 Phone: (208) 885-2003      E-mail: [kickes@uidaho.edu](mailto:kickes@uidaho.edu)

## University of Idaho–Agricultural Research and Extension

Performance Measurement Report

### **Part 1 – Agency Profile**

#### **Agency Overview**

The Agricultural Research and Extension Service (ARES) is part of the Land-Grant system established by the Morrill Act of 1862. The University of Idaho Cooperative Extension System, established in 1915 under the Smith-Lever Act of 1914, conducts educational outreach programs to improve the quality of life for Idaho citizens by helping them apply the latest scientific technology to their communities, businesses, lives and families. The Idaho Agricultural Experiment Station, established in 1892 under the Hatch Act of 1887, conducts fundamental and applied research to solve problems and meet the needs in Idaho's agriculture, natural resources, youth and family and related areas.

#### **Core Functions/Idaho Code**

Conduct educational outreach programs through the University of Idaho Cooperative Extension system. Conduct fundamental and applied research programs through the Idaho Agricultural Experiment Station.

### **Ag Research and Extension**

#### **Revenue and Expenditures:**

<b>Beginning Fund Balance</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
	\$ 145,730	\$ 0	\$ 0	\$ 0
<b>Revenue</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
General Fund	\$ 22,719,577	\$ 27,002,088	\$ 23,490,500	\$22,559,000
Federal Grant	7,784,424	4,562,982	3,919,138	4,369,246
Misc Revenue	0	0	0	0
Restricted Equine Education	38,629	18,596	5,220	4,444
<b>Total</b>	<b>\$ 30,542,630</b>	<b>\$ 31,583,666</b>	<b>\$ 27,414,858</b>	<b>\$ 26,932,690</b>
<b>Expenditure</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Personnel Costs	\$ 26,456,069	\$ 27,060,398	\$ 25,275,336	\$22,504,806
Operating Expenditures	3,005,277	3,174,113	1,881,705	3,148,119
Capital Outlay	1,453,231	1,066,935	263,631	657,726
Trustee/Benefit Payments	19,190	30,999	0	0
<b>Total</b>	<b>\$ 30,933,767</b>	<b>\$ 31,332,445</b>	<b>\$ 27,420,672</b>	<b>\$26,310,651</b>
<b>Ending Fund Balance</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
	\$ 0	\$ 0	\$ 0	\$ 0

#### **Profile of Cases Managed and/or Key Services Provided**

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Number of Youth Participating in 4-H	30,272	36,069	36,383	33,175
Number of Individuals/Families Benefiting from Outreach Programs	373,961	427,655	412,489	366,275
Number of Technical Publications (research results) Generated/Revised	288	317	155 (CES)	341 (170 CES)

#### **Performance Highlights:**

##### **University of Idaho Extension Support for Small Businesses**

At any given time, the UI Food Technology Kitchen in Caldwell helps some 60 start-up companies to process and package local food products for regional distribution. Costs are kept low for food entrepreneurs to use the commercial kitchen and to learn the business of food manufacturing because of revenue generated by the UI Food Pilot Plant next door. The pilot plant conducts research for large agribusiness clients and also contracts with those companies for testing of food products, enabling the entire food technology center to remain self-supporting.

## University of Idaho–Agricultural Research and Extension

### Performance Measurement Report

Other Extension programs that support local entrepreneurs are in evidence elsewhere in Idaho, including small business workshops in Plummer, Moscow, and Lapwai. Small business owners in Teton, Bear Lake, Oneida, Franklin and Caribou Counties attended 12 hours of training to use QuickBooks® to learn skills ranging from managing inventory and sales records to paying sales taxes and making payroll. Youth entrepreneurship training is also taking place in places around Idaho, including Nez Perce county where older 4-H youth are preparing to be future business owners.

Small farm owners across the state are receiving management training through University of Idaho Extension, including classes in small farm business planning, Cultivating Success (a 12-14 week course in small farm management), and an array of programs to promote community supported agriculture and local food systems.

#### **Community Gardens Help Feed the Hungry**

The number of Idahoans who require food assistance has grown dramatically during the recent recession. In 2010, the Idaho Food Bank distributed more than 8.8 million pounds of food to more than 142,200 people, and 13% of Idahoans received food stamps. University of Idaho Extension and UI Master Gardeners have been a driving force behind dozens of community gardens that are sprouting up across the state to feed Idaho's hungry. The 2010 Treasure Valley Community Garden Conference attracted community garden organizers and volunteers from throughout southwestern Idaho.

In Canyon County, University of Idaho Master Gardeners co-founded the non-profit Trinity Community Gardens, Inc. in 2010 that distributed more than 76,000 pounds of produce raised on their network of community gardens. In Ada County, a 13-year collaboration between UI Advanced Master Gardeners and the Vineyard Christian Fellowship has evolved into the "Garden-O-Feedin" where 200 volunteers worked on the 2/3 acre community garden. The 2009 harvest exceeded 31,300 lbs. of produce delivered to low income families.

#### **Youth Learn Financial Basics**

Since 2006, University of Idaho Extension has leveraged resources to bring financial management education to high school children across the state. In partnership with the Idaho Credit Union League, University of Idaho Extension educators have developed and led 18 one-day workshops for 340 high school teachers and other educators from 40 Idaho counties. Since then, those teachers other have taught the High School Financial Planning program to 35,000 students in schools, detention centers, church groups, on Indian Reservations, and elsewhere across the state. Students who have completed the program have provided uniformly positive feedback about their knowledge of financial topics such as credit costs, insurance, and investments, and confidence in their ability to set and achieve financial goals. A companion program, "Welcome to the Real World" is a financial education simulation game taken directly to junior high and high school students by Extension. In FY 2010, some 1,320 Idaho students participated in this program.

## **Part II – Performance Measures**

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	Benchmark
Number and Dollar Value of External Agricultural Research Grants	\$17.4M	\$17.6M	\$18.2M	\$21.9M	\$20M
Number/Type of New Commercial Crop Varieties Developed	4 (Potato and Barley)	6 (Potato, Bean and Rapeseed)	7 (Wheat, Barley, Potato and Bean)	2 (Wheat and Potato)	6/year
Number of Research Programs Undertaken/Completed	81	87	85	92	100

## University of Idaho–Agricultural Research and Extension

### Performance Measurement Report

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	Benchmark
Dollar Value of External Funds Generated Through Partnerships to Support Agricultural Research Centers	0	0	\$528K	\$554K	\$1M

#### Performance Measure Explanatory Notes:

The cases managed data for each fiscal year reflects data collected for the previous fiscal year due to the lag in gathering the information.

#### For More Information Contact

John Hammel and Charlotte Eberlein  
Agricultural Research and Extension  
University of Idaho  
PO Box 83844-2335  
Moscow, ID 83844-2335  
Phone: 208.885.5243 or 208.736.3607  
E-mail: [calsdean@uidaho.edu](mailto:calsdean@uidaho.edu) and [ceberl@uidaho.edu](mailto:ceberl@uidaho.edu)

## University of Idaho–Forest Utilization Research

Performance Measurement Report

### **Part 1 – Agency Profile**

#### **Agency Overview**

Research mission – investigation into forestry and rangeland resource management problems, forest nursery production, and related areas. Part of the College of Natural Resources, Forest Utilization Research also includes the Policy Analysis Group which has a legislative mandate to provide objective data and analysis pertinent to natural resource and land-use issues as suggested by an advisory committee of Idaho's natural resource leaders.

#### **Core Functions/Idaho Code**

The duty of the Experiment Station of the University of Idaho's College of Natural Resources is to institute and conduct investigations and research into the forestry, wildlife and range problems of the lands within the state. Such problems specifically include forest and timber growing, timber products marketing, seed and nursery stock production, game and other wildlife, and forage and range resources. Information resulting from cooperative investigation and research, including continuing inquiry into public policy issues pertinent to resource and land use questions of general interest to the people of Idaho, is to be published and distributed to affected industries and interests. (Idaho Code §§ 38-701, 38-703, 38-706, 38-707, 38-708, 38-709, 38-710, 38-711, 38-714)

#### **Revenue and Expenditures:**

Revenue	FY 2008	FY 2009	FY 2010	FY 2011
General Fund	\$ 626,600	\$ 605,900	\$ 517,500	\$511,400
<b>Total</b>	<b>\$ 626,600</b>	<b>\$ 605,900</b>	<b>\$ 517,500</b>	<b>\$511,400</b>
Expenditure	FY 2008	FY 2009	FY 2010	FY 2011
Personnel Costs	\$ 531,400	\$541,100	\$ 437,700	\$465,244
Operating Expenditures	95,200	64,800	79,800	48,156
Capital Outlay	0	0	0	0
Trustee/Benefit Payments	0	0	0	0
<b>Total</b>	<b>\$ 626,600</b>	<b>\$ 605,900</b>	<b>\$ 517,500</b>	<b>\$511,400</b>

#### **Profile of Cases Managed and/or Key Services Provided:**

Cases Managed and/or Key Services Provided	FY 2008	FY 2009	FY 2010	FY 2011
Number of Private Landowners Assisted: Pitkin Forest Nursery	1500	1600	1300	1300
Number of Seedling Industry Research Projects: Pitkin Forest Nursery	2	2	2	3
Number of:				
• Research Projects:				
Experimental Forest	6	13	8	7
Pitkin Forest Nursery	10	11	10	12
Rangeland Center	*	*	*	2
• Teaching Projects:				
Experimental Forest	50	28	30	21



## University of Idaho–Forest Utilization Research

Performance Measurement Report

Policy Analysis Group	18	25	26	20
Pitkin Forest Nursery	5	5	5	5
Rangeland Center	*	*	*	2
• Service Projects:				
Experimental Forest	6	7	2	5
Policy Analysis Group	12	19	14	14
Pitkin Forest Nursery	10	12	15	15
Rangeland Center	*	*	*	2

\*The Rangeland Center was initiated in FY2011.

### Performance Highlights:

#### Experimental Forest:

##### Highlights:

*Research* - 7 research projects including graduate student involvement to collect and analyze data

*Education* - Classroom involvement – 7 faculty, 14 different class courses, 30 field trips, 20 follow up lab sessions, involving 300 + students for hands on experience.

*Internships*- 21 student workforce including critically thinking and problem solving experience – interdisciplinary academic learning.

*Outreach* – 5 outreach programs including school teachers, loggers, and professional foresters. Hosted 22nd FFA Career Development Forestry Competition

The centerpiece of the University of Idaho Experimental Forest (UIEF) is the 8,247 acres of forest land on Moscow Mountain that were donated to the University during the 1930s as cutover industrial timberlands. Today all but 450 acres are managed as working forests. The UIEF also manages 398 acres in two parcels in Kootenai County, and has a life estate of 1,649 acres in Valley County that someday will come under UIEF management. These lands provide many research, education and outreach opportunities.

Research conducted on the UIEF in FY2011 provided original data for 7 projects conducted by College of Natural Resources faculty. The graduate students who collect and analyze this data will become tomorrow's scientists and organization leaders.

Education involving hands-on experience to supplement classroom and laboratory exercises is a significant and valuable supplement to a college education in forest utilization. In FY2011 seven College of Natural Resources faculty members used the UIEF for at least one field trip session during fourteen different courses, ranging from an introductory freshman orientation to senior and graduate level courses demonstrating current research knowledge and land management practices. In total more than 300 students visited the UIEF on 30 field trips, with an additional 20 follow-up laboratory sessions in which data collected during field trips were analyzed.

Internship opportunities for students have been offered by the UIEF since 1972. In FY2011 the UIEF employed 21 students as the workforce of choice. Staff provide hands-on education as the students help accomplish the management objectives in the UIEF strategic plan that helps the College fulfill the duties of the Experiment Station as described in Idaho Code above. Student employee interns are required to think critically and solve problems on a daily basis, thus are acquiring job skills beyond just accomplishing the work-at-hand. These work assignments include technology transfer as students learn to use state-of-the-art equipment and techniques, as well as incorporating their interdisciplinary academic learning in an operational and research forest setting. Upon graduation these student employee interns generally have little trouble finding employment.

## University of Idaho–Forest Utilization Research

Performance Measurement Report

Outreach programs conducted on the UIEF attract Idaho citizens of all ages and all walks of life, from school teachers to loggers and professional foresters. Five such programs were conducted in FY2011. For example, the State FFA Career Development Forestry Competition returned to the UIEF for the 22<sup>nd</sup> straight year: UIEF staff set up and ran the competition events as defined by the State FFA organization.

### **Policy Analysis Group:**

#### Highlights:

*Economic Contributions* - Three articles explaining marketing fundamentals of woody biomass as an energy resource. In collaboration with Western Governors' Association estimates of woody biomass supplies was produced for 16 states.

*Director Involvement* - Chair Forestry/Biomass Task Force for Idaho Strategic Energy Alliance – focus on Idaho Forests as potential carbon sinks and forest utilization for energy involves carbon emissions accounting topics. Attended three national meetings to present results of analysis. Other presentations include interrelated nature of sustainable forest management, wood bioenergy economics and carbon sequestration policies, improving forest conditions to enhance wildfire resiliency and wildlife habitat.

Publication highlights include three items featuring the economic contributions of the state's natural resource-based industries. Three articles explaining market fundamentals of woody biomass as an energy resource were produced for forest landowners and their advisors. In cooperation with the Western Governors' Association, county-level estimates of sustainable woody biomass supplies potentially available for energy production were published for 16 states. The Director continues to chair the Forestry/Biomass Task Force for the Idaho Strategic Energy Alliance (ISEA); two items focusing on the role of Idaho's forests as potential carbon sinks were included in the ISEA's Carbon Issues Task Force report. Forest utilization for energy involves the currently controversial issue of carbon emissions accounting, which was the subject of PAG series report #31. The Director was invited to three national meetings to present results of this analysis. Other presentations addressed the interrelated nature of sustainable forest management, wood bioenergy economics, and carbon sequestration policies, emphasizing that active forest management provides a "triple win" by improving forest conditions to enhance wildfire resiliency and wildlife habitat, providing renewable energy feedstocks, and revitalizing rural communities by putting people to work in Idaho's forests and wood products manufacturing facilities. Carbon sequestration is an additional benefit of forest management and timber resource utilization. The Director continues to be actively engaged in numerous state, regional and national task forces and committees dealing with policy issues of importance to Idaho, including two roles with the Idaho Strategic Energy Alliance, and for the Western Governors' Association's Forest Health Advisory Committee, co-chairing the Woody Biomass Utilization and Energy Production Subcommittee.

### **Pitkin Forest Nursery:**

#### Highlights:

*Research* – improve the quality of plant material available for reforestation in the state. In collaboration with IDT to improve understanding use of native plants in roadside re-vegetation as well as germination requirements of key Idaho species – this information is important for development of new markets for Idaho' nursery growers.

*Education* - support of 7 graduate students through research at Pitkin Forest Nursery including understanding of tree germination for several Idaho species, problems of stocktype selection. This will facilitate efficiency of seed use in forest management, prediction of natural regeneration and post-fire restoration activities.

*Outreach* - several workshops and training sessions aimed at improving forest management practices in Idaho. Activities for children, land management professions and layperson provide further instruction and education.

University of Idaho–Forest Utilization Research

Performance Measurement Report

*Teaching* - provided research facility for several UI course which require hands-on nursery experience. This provides experience which is sought by Forest Tree seedling nurseries throughout the United States.

More highlights for FY2011 feature continued engagement with Idaho landowners, natural resource industries, and citizens. Research into improved forest management practices included initiation of new studies investigating the effects of stocktype (the method of production of nursery stock for reforestation and restoration) selection on seedling development. This research topic will provide information and decision support across the state that is anticipated to streamline nursery production practices with the site-specific reforestation needs. Similar research with rangeland species is also underway. A study on irrigation practices in native plant nurseries should increase water use efficiency within small, privately owned nurseries, while at the same time decreasing potential fertilizer runoff.

Research projects in collaboration with the Inland Empire Tree Improvement Cooperative continue, and are designed to improve the quality of plant material available for reforestation in the state. In addition, collaborative research with the Idaho Transportation Department is leading to improved understanding of the potential for use of native plants in roadside revegetation as well as germination requirements of some key Idaho species. Information from this research is important input for helping develop new markets for Idaho's nursery growers. In FY2011, seven graduate students were working towards degrees through research conducted at the nursery. Three students are researching problems of stocktype selection. Other student projects include broadening scientific understanding of tree seed germination for several different Idaho species, which should increase the efficiency of seed use in forest management and also facilitate better prediction of natural regeneration and post-fire restoration activities. Many other students are using the facilities at the Pitkin Forest Nursery as a component of their graduate research on forest nutrition and soil management, fire modeling, and post-fire regeneration.

Forest Utilization Research support for the nursery has resulted in external support to further enhance nursery infrastructure. In FY2011 this included leveraging support funds from the USDA Forest Service to document nursery practices for training purposes (\$100,000) and from private industry to improve nursery practices (Jiffy Corporation, \$55,000). In an effort to improve seedling selection practices in Idaho, a partnership is underway with Potlatch Corporation (~\$20,000 to date). In addition, the improvement in nursery facilities has enabled us to host several workshops and training sessions aimed at improving forest management practices in Idaho. Activities for children, land management professionals, and laypersons have helped increase understanding of the importance of forestry and natural resource management in Idaho. For example, in October 2010, the 31<sup>st</sup> Intermountain Container Seedling Growers Association Meeting was held in McCall and attracted participants from across the state. On the teaching side, several University of Idaho courses used the nursery facilities for hands-on education. Forest tree seedling nurseries throughout the United States are seeking graduates with experience such as that gained at the Pitkin Forest Nursery.

**Rangeland Center:**

The College of Natural Resources, in cooperation with the College of Agriculture and Life Sciences, created a new Rangeland Center to function as an interdisciplinary unit for bringing together researchers and extension professionals to expand scientific information about Idaho's rangelands and ensure that this information can be readily obtained by land managers and ranchers. In FY2011, during its first year of operation, the center helped organize two state-wide symposia on rangeland fire and range-livestock production. These were attended by 250 land and livestock managers. Publications included two national-level technical guides for land managers, one on sage grouse habitat, the other quantifying fuel levels on rangelands to help wildfire management activity planning. Two educational activities were conducted: a state-wide career event for high school students, and a multi-state rangeland assessment event for high school students in Idaho, Nevada and Utah.

**Other Activities:**

To establish closer working relationships with Idaho's forest business sector, the College of Natural Resources conducted two roundtable sessions with invited executives from forest industry firms.

**University of Idaho–Forest Utilization Research**

Performance Measurement Report

***Part II – Performance Measures***

<b>Performance Measure</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>	<b>Bench- mark</b>
Number of New Research Projects Per Year:					
Experimental Forest	4	6	5	5	4
Pitkin Forest Nursery	4	5	5	8	5
Rangeland Center	*	*	*	2	*
Goal 2, Objective A, Strategy 1, 2, 3 Goal 3, Objective A, Strategy 2					
Number of Research Studies Completed/Published Per Year	3	3	7	14	10
Goal 3, Objective A, Strategy 1					
Number of publications:	3	2	2	3	3
Experimental Forest	14	19	14	14	10
Policy Analysis Group	10	12	7	10	10
Pitkin Forest Nursery	*	*	*	2	*
Rangeland Center					
Goal 1, Objective B, Strategy 1					
Number of workshops conducted:					
Experimental Forest	11	6	4	9	12
Goal 3, Objective A, Strategy 1					
Policy Analysis Group	18	25	26	20	12
Goal 1, Objective B, Strategy 2					
Pitkin Forest Nursery	15	21	20	20	20
Goal 1, Objective A, Strategy 2					
Goal 3, Objective A, Strategy 2					
Rangeland Center	*	*	*	2	*
Goal 1, Objective A, Strategy 2					

\*The Rangeland Center was initiated in FY2011; benchmarks will be established during FY2012.

**For More Information Contact**

Kurt Pregitzer, Dean and Thomas Reveley Professor  
College of Natural Resources  
PO Box 441138  
University of Idaho  
Moscow, ID 83844-1138  
Phone: (208) 885-6442    E-mail: [kpregitzer@uidaho.edu](mailto:kpregitzer@uidaho.edu)

## Health Programs—IDEP Dental Education

Performance Measurement Report

### **Part 1 – Agency Profile**

#### **Agency Overview**

The Idaho Dental Education Program (IDEP) is Idaho's assisted route of access for dental education. There are currently eight (8) seats available for Idaho residents to obtain their dental education. The Program began in 1981 with a cooperative agreement between Idaho State University and The University of Washington School of Dentistry, where five (5) Idaho residents received their dental education. In 1982 the program became a cooperative effort between Creighton University's School of Dentistry in Omaha, Nebraska and Idaho State University in Pocatello, Idaho. The program involves a decentralized first year of education taught at Idaho State University and the second through fourth years taught at Creighton University.

The program currently has five (5) regular employees and five (5) adjunct employees in Pocatello. Dr. Jeff Ybarguen is the program director and works with Dr. Brian Crawford who is the Chair of the Department of Dental Sciences at ISU. Jeri Larsen is the Department Coordinator and works with both the IDEP program and the Idaho Advanced Graduate Dentistry (IAGD) residency. These programs are located in the same facility at Idaho State University.

#### **Core Functions/Idaho Code**

The mission of the Idaho Dental Education Program is two-fold: First, to provide residents of Idaho with ready access to a high quality dental education; and second, to help the population of Idaho have ready access to high quality dental professionals. As the majority of students graduating from the program return to Idaho to practice, residents of the state have access to high quality dental treatment.

#### **Revenue and Expenditures:**

<b>Revenue</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
General Fund	\$1,148,500	\$1,209,300	\$1,246,500	\$1,315,700
Unrestricted Current	<u>\$221,200</u>	<u>\$301,400</u>	<u>\$342,600</u>	<u>\$410,900</u>
<b>Total</b>	<b>\$1,369,700</b>	<b>\$1,510,700</b>	<b>\$1,589,100</b>	<b>\$1,726,600</b>
<b>Expenditure</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Personnel Costs	\$328,100	\$338,400	\$330,200	\$334,700
Operating Expenditures	\$19,300	\$15,800	\$12,200	\$6,700
Capital Outlay	\$5,200	\$2,700	\$3,000	\$1,100
Trustee/Benefit Payments	<u>\$871,700</u>	<u>\$908,900</u>	<u>\$1,005,400</u>	<u>\$1,052,600</u>
<b>Total</b>	<b>\$1,224,300</b>	<b>\$1,265,800</b>	<b>\$1,350,800</b>	<b>\$1,395,100</b>

#### **Profile of Cases Managed and/or Key Services Provided**

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Number of Program Applicants	97	55	52	45
Number of Program Applicants Accepted	8	8	8	8
Number of Graduates (since program's inception)	162	170	178	186

#### **Performance Highlights:**

The program has been in service since 1981 and has been very successful in accomplishing its mission. Since inception 62% of IDEP graduates have returned to Idaho to practice. The statewide distribution closely follows the state geographic population with 8% of graduates practicing in South Central Idaho, sixteen percent 16% in Northern, 34% in Southeastern, and 42% in Southwestern Idaho. Seventy-two percent of graduates practice general dentistry while 28% practice as specialists. Sixty-five percent practice in Idaho's urban areas with 35%

## Health Programs—IDEP Dental Education

Performance Measurement Report

practicing in rural areas. There are currently 11 IDEP graduates furthering their education through residency training and may return to Idaho to practice once they have completed their training.

With approximately six (6) applicants for each seat, the program has been successful in attracting the highest quality students to the program. The average DAT scores and undergraduate GPA's of our students consistently exceed that of the average marks of matriculated students in dental schools nationally. The average scores on the Dental National Board Examination for both Part I and Part II are consistently higher for IDEP students compared to the Creighton average and national average on the same examinations.

### ***Part II – Performance Measures***

Performance Measure	2008	2009	2010	2011	Benchmark
Average student scores on Dental National Boards Part I written examination	86.25%	84.9%	83.1%	84%	>70%
Average student scores on Dental National Boards Part II written examination	84.00%	85.6%	82.4%	84.4%	>70%
1 <sup>st</sup> time pass rate on Clinical Board Examination necessary to obtain dental license	100%	100%	100%	100%	90%
Number of students in the program <sup>1</sup>	8	8	8	8	10
Average cost per student as a percent of the national average <sup>2</sup>	33%	33%	34%	33%	<50% National Average
Percentage of IDEP Graduates Returning to Idaho to practice <sup>3</sup>	50%	67%	50%	33%	>50%

#### **Performance Measure Explanatory Notes:**

- <sup>1</sup> Our goal is to expand the program to facilitate 10 students per year. We currently have 8 students per year in the program and understand that potential expansion of the program will not be considered under the current economic climate.
- <sup>2</sup> The cost per DDSE (DDS Equivalent) is a commonly utilized measure to evaluate the relative cost of a dental education program. This information is tabulated in the *ADA Survey of Dental Education*, published by the American Dental Association. From this publication (inflation Adjusted) the national average cost per student for state programs is \$128,326 in 2011. The IDEP cost per student for 2011 was \$42,884 (33% of the national average). The program is accomplishing the goal of providing a competitive value in educating Idaho dentists.
- <sup>3</sup> Our goal is to have greater than 50% of our program participants return to Idaho to practice Dentistry. Five of the eight 2011 graduates are furthering their education through post-graduate residency programs (one of these graduates is a current resident in the Idaho Advanced General Dentistry Residency Program in Boise) and may return to Idaho to practice when they complete their current programs. Four past IDEP graduates that have completed residency programs this year have returned to Idaho to practice.

## Health Programs—IDEP Dental Education

Performance Measurement Report

### For More Information Contact

Jeff Ybarguen, DDS  
Health Programs, IDEP Dental Education  
Idaho State University,  
Campus Box 8088  
Pocatello, ID  
Phone: (208) 282-3289  
E-mail: [ybarj@isu.edu](mailto:ybarj@isu.edu)



## University of Idaho–Idaho Geological Survey

Performance Measurement Report

### Part 1 – Agency Profile

#### Agency Overview

The Idaho Geological Survey is the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology. The agency is staffed by about 9 state-funded FTEs and 20-25 externally funded temporary and part-time employees.

Members of the Idaho Geological Survey staff acquire geologic information through field and laboratory investigations and through cooperative programs with other governmental and private agencies. The Idaho Geological Survey's geologic mapping program is the primary applied research function of the agency. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps. Other main Idaho Geological Survey programs include geologic hazards, hydrology, mining, mine safety training, abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows, demand is increasing for geologic information related to population growth, mineral-, energy-, and water-resources, landslides and earthquakes.

#### Core Functions/Idaho Code

Idaho Code Title 47, Chapter 2, defines the authority, administration, advisory board members, functions and duty of the Idaho Geological Survey. The section contents are:

- **Section 47-201:** Creates the Idaho Geological Survey to be administered as special program at the University of Idaho. Specifies the purpose as the lead state agency for the collection, interpretation and dissemination of geologic and mineral information. Establishes a survey advisory board and designates advisory board members and terms.
- **Section 47-202:** Provides for an annual meeting of the advisory board, and location of the chief office at the University of Idaho. Directs that the director of the Idaho Geological Survey report to the President of the University through the Vice President for Research. Specifies for the appointment of a state geologist.
- **Section 47-203:** Defines the duty of the Idaho Geological Survey to conduct statewide studies in the field and in the laboratory and to prepare and publish reports on the geology, hydrology, geologic hazards and mineral resources of Idaho. Provides for establishment of a publication fund. Allows the Survey to seek and accept funded projects from, and to cooperate with, other agencies. Allows satellite offices at Boise State University and Idaho State University.
- **Section 47-204:** Specifies the preparation, contents, and delivery of a Survey Annual Report.

### Idaho Geological Survey

#### Revenue and Expenditures:

Revenue	FY 2008	FY 2009	FY 2010	FY 2011
	\$ 874,800	\$ 848,100	\$ 714,800	\$701,100
General Fund				
Total	\$ 874,800	\$ 848,100	\$ 714,800	\$701,100
Expenditure	FY 2008	FY 2009	FY 2010	FY 2011
Personnel Costs	\$ 838,600	\$ 826,800	\$ 693,600	\$685,900
Operating Expenditures	26,200	18,006	18,609	\$15,200
Capital Outlay	10,000	3,294	2,591	0
Trustee/Benefit Payments	0	0	0	0
Total	\$ 874,800	\$848,800	\$ 714,800	\$701,100



## University of Idaho–Idaho Geological Survey

Performance Measurement Report

### Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2008	FY 2009	FY 2010	FY 2011
Square Miles of Geological Mapping	1262*	684*	577*	988*
Number of Educational Programs for Public Audiences	31	30	20	23
Number of Geologic Reports and Presentations	96	110	119	77
Number of Miners/Industry Supervisors Trained/Certified in Safety	1838	2215	1715	**
Number of Web-Site Viewers	518,290	396,318	493,582	452,405
Number of Grants and Contracts	16	26	27	15

### Performance Highlights:

- \*The Idaho Geological Survey's proposals were ranked at or near the top with the highest funding awards in the National Cooperative Geologic Mapping Program from 2008 through 2011. The number of square miles mapped depends on the scale (detail) of the quadrangle. Digital geologic web maps are the most popular survey products.
- \*\* The mine safety trainer relocated to industry and a job search for a qualified MSHA replacement was successfully conducted. Alternative certification for clients was arranged during the interruption. The new hire is now in place and resuming training for FY12.
- Energy resources: Idaho's 1<sup>st</sup> oil and gas discoveries located in SW Idaho were announced. Requests for oil and gas files and drill log information have jumped dramatically.
- The Idaho Geological Survey completed the first year of substantial three-year grant to contribute to the National Geologic Geothermal Data Program.
- The Idaho Survey began a grant study to assess geologic potential for CO2 sequestration in Idaho.
- Global interest from the mineral extraction industry continues in Idaho's undeveloped rare-earth elements (Rare-earth elements include minerals critical to manufacturing computer processors and batteries).

### Part II – Performance Measures

Performance Measure	2008	2009	2010	2011	Benchmark
Number of Published Reports on Geology/Hydrology/Hazards/Mineral Resources	47	47	39	48	45
Cumulative Percent of Idaho's Area Covered by Modern Geologic Mapping	30.5	31.4	32.1	34.0	33.1

## University of Idaho–Idaho Geological Survey

Performance Measurement Report

Externally Funded Grant and Contract Dollars	\$456,372	\$468,971	\$545,800	\$548,704	\$490,381
Number of Web-Site Products Delivered/Used	136,661	242,544	205,519	220,102	194,908

### Performance Measure Notes:

To meet the needs of modern users the Idaho Geological Survey has shifted its publication strategy toward digital products delivered through The Internet. Nearly 100% of the survey products are now available on the website.

### For More Information Contact

Roy M. Breckenridge  
Special Programs, Geological Survey  
University of Idaho  
Moscow, Idaho 83844-3014  
Phone: 208-885-7991  
E-mail: [roybreck@uidaho.edu](mailto:roybreck@uidaho.edu)

## ***Part 1 – Agency Profile***

### **Agency Overview**

The Idaho Small Business Development Center (Idaho SBDC) was established in 1986 as a partnership between the U.S. Small Business Administration and Boise State University. The Idaho SBDC provides business consulting and training to Idaho's small businesses and entrepreneurs under a federal grant matched by state funds. The purpose of the Idaho SBDC is to encourage and assist the development and growth of small businesses in the state by leveraging higher education resources. Nationally, as in Idaho, over 90% of new jobs are being created by the small business sector.

The Idaho SBDC is a network of business consultants and trainers that operates from the state's colleges and universities. Boise State University's College of Business and Economics serves as the State Office with administrative responsibility for directing the type and quality of services across the state. Regional offices in the following locations are funded under sub-contracts with the host institutions from Boise State University:

North Idaho College - Coeur d'Alene  
Lewis-Clark State College - Lewiston  
Boise State University - Boise  
College of Southern Idaho - Twin Falls  
Idaho State University - Pocatello  
Idaho State University - Idaho Falls

### **Core Functions/Idaho Code**

The Idaho Small Business Development Center has two basic functions—consulting and training.

First, the Idaho SBDC provides direct one-on-one confidential business consulting to small business owners and entrepreneurs. Primary consulting is accomplished with a small core staff of professionals. Most of the professional staff has advanced degrees and five years or more of small business ownership/management experience. Business counseling is designed to provide in-depth business assistance in areas such as marketing, finance, management, production and overall business planning. The Idaho SBDC allocates sufficient resources to positively impact the individual small business' operation, a goal currently defined as 8.5 hours per consulting case. Faculty and students at each institution expand the Center's knowledge and resource base and to provide direct assistance in appropriate cases. Senior undergraduate and graduate students complete work for Idaho SBDC business consultants. The students are provided the opportunity, under the direction of professional staff and faculty, to apply classroom learning in real-world situations. 'Real-world' laboratory experience for our college and university faculty and students provides long-term benefits to the business community and helps the academic institutions remain current on needs, problems, and opportunities of Idaho's business sector.

The Idaho SBDC also provides low-cost, non-credit training to improve business skills. Workshops, primarily directed at business owners, are typically 3 – 4 hours in length and attended by 15 – 20 participants. Training covers topics such as marketing, accounting, management, finance, etc. A variety of faculty, staff and private sector experts are used to ensure timely, useful material are presented by a subject-matter expert. Significant private sector contributions are made in support of Idaho SBDC workshops including registration fees, and donations for marketing, instructor fees and travel. A standard training format allows the Idaho SBDC to provide consistent, cost-effective training throughout the state.

**Special Programs—Small Business Development Centers**

Performance Measurement Report

**Revenue and Expenditures:**

<b>Revenue</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Revenue	\$302,700	\$304,700	\$255,800	\$246,300
<b>Total</b>	<b>\$302,700</b>	<b>\$304,700</b>	<b>\$255,800</b>	<b>\$246,300</b>
<b>Expenditure</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Personnel Costs	\$60,630	\$60,845	\$42,633	\$49,451
Operating Expenditures	\$242,070*	\$243,855*	\$213,167*	\$196,849*
Capital Outlay	0	0	0	0
Trustee/Benefit Payments	0	0	0	0
<b>Total</b>	<b>\$302,700</b>	<b>\$304,700</b>	<b>\$255,800</b>	<b>\$246,300</b>

\* 96% of this is subcontracts which are 100% personnel.

**Profile of Cases Managed and/or Key Services Provided**

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Number of Small Businesses Receiving Consulting	1,648	1,754	1,858	1,721
Average Hours of Consulting Per Client	10.9	9.3	9.4	9.3
Number of Small Businesses Trained	2,648	3,850	2,624	3,834
Number of Consulting Hours (annual)	18,033	16,356	17,400	16,013

**Performance Highlights:**

1. The average hours per client are one of the highest in the nation. This is one of the major factors that contribute to economic impact and growth by small businesses.
2. In the most recent SBA report on SBDC effectiveness and efficiency (June 2008), the Idaho SBDC was in the top 10% of SBDCs nationwide in all effectiveness and efficiency measures. The Center provides services at a low cost and helps businesses create significant economic growth.
3. Dr. Jim Chrisman, Mississippi State University, conducts an independent impact survey of all SBDCs in the country. According to Dr. Chrisman, the Idaho SBDC is and has been one of the top five performing SBDCs over the past 10 years.

**Part II – Performance Measures**

<b>Performance Measure</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>	<b>Benchmark</b>
Average Sales Growth of SBDC Clients as a Percent of Sales Growth of All Idaho Small Business Sales Growth <sup>1</sup>	373%	745%	800%	470%	300%
Capital raised by clients	\$38,902,209	\$41,686,819	\$6,500,863	\$13,701,212	\$25,000,000
Total SBDC Client Employment Growth/Jobs Saved <sup>2</sup>	1,538	1,175	927	1,105	750
ROI (Return on Investment) - Additional Taxes Paid/Total Cost of the Idaho SBDC Program <sup>4</sup>	7.87	5.13	1.77	3.0	3.0

**Special Programs—Small Business Development Centers**

Performance Measurement Report

Sales Increase of SBDC Clients over An Average Idaho Business	\$112,768,320	\$107,429,279	\$11,543,008	\$50,073,210	\$25,000,000
New Business Started <sup>3</sup>	100	59	89	70	72
Customer Satisfaction Rate (1-5)	4.27	4.27	4.28	4.33	3.75

**Performance Measure Explanatory Notes:**

The last year was a tough year for all businesses in Idaho. The impacts for SBDC clients showed significant improvement over last year. SBDC clients continued to outperform the average business in Idaho. The following are some highlights:

1. Sales—SBDC client sales were up 18.3% versus a drop of 3.9% for the average business.
2. Employment—SBDC clients grew employment by 11% versus a loss of 1.1% for the average business in Idaho.
3. Many entrepreneurs saw opportunity in the slowdown and started a new business.
4. Taxes paid due to growth by SBDC clients were 3 times the overall cost of the Idaho SBDC.

**For More Information Contact**

Jim Hogge  
Special Programs, Small Business Development Centers  
1910 University Dr  
Boise, ID 83725  
Phone: 208.426.3799  
E-mail: [jhogge@boisestate.edu](mailto:jhogge@boisestate.edu)

## Special Programs—Tech Help

Performance Measurement Report

### Part 1 – Agency Profile

#### Agency Overview

In 1993, the Idaho Department of Commerce convened 45 representatives of economic development groups who supported the manufacturing extension center concept. In 1994, the Governor and ten key economic development entities pledged support for manufacturing extension by signing Idaho's Technology Partnership Agreement. Approval to establish "TechHelp" within the National Institute of Standards and Technology (NIST) Manufacturing Extension Partnership (MEP) was granted in late 1995. In 1996, TechHelp was established at Boise State University and the first director and field engineer were appointed.

Today, TechHelp is a partnership of Idaho's three state universities and an affiliate of the NIST/MEP system. It is also Idaho's Economic Development Administration University Center, targeting economically distressed areas of Idaho. TechHelp specialists have access to cutting-edge knowledge through links to local universities and to a national network of over 2000 manufacturing specialists through the MEP system.

TechHelp's six manufacturing specialists operate out of offices in Boise, Post Falls, and Pocatello. TechHelp's primary mission is to provide technical assistance, training, and information to strengthen the competitiveness of Idaho manufacturers through product and process innovation. TechHelp provides internships to students at the College of Engineering's New Product Development (NPD) Lab at Boise State University. Internships give university students the opportunity to gain real world experience with innovative Idaho companies and expose Idaho companies to talented young professionals looking to enter the state's workforce.

#### TechHelp Advisory Board

TechHelp's Executive Director reports to the Dean of the BSU College of Business & Economics and takes advisement from an Advisory Board made up of representatives from private industry, education, and government. TechHelp Board bylaws state that a full board consists of 9 - 11 members; at least seven of whom are from manufacturing and two from the public sector. The Director appoints non-voting members with approval of the Board.

#### TechHelp Partners

TechHelp works with state and federal partners, listed below, to meet its mission of assisting Idaho manufacturers. TechHelp also works with local groups such as chambers of commerce and economic development organizations to stay abreast of community development issues and meet the needs of Idaho companies.

Partnership	Center Role	Required/Desired of Center
U.S. Manufacturing Extension Partnership	MEP Center	Assist manufacturers in Idaho to be more competitive
U.S. Economic Development Administration	EDA University Center	Serve manufacturers in remote/distressed areas of Idaho
State of Idaho	Economic Development	Serve manufacturers in Idaho Participate in implementation of Science & Technology Plan with product development service
Idaho State Universities	Contracted Partner (outreach program for economic development)	Build University reputation through professional development activity, training and internships
Idaho SBDC	Informal Partnership	Cross-referrals and delivery of services

## Special Programs—Tech Help

Performance Measurement Report

Idaho Department of Commerce	Idaho District Export Council	Collaborate with Idaho District Export Council on ExportTech and Export University. Cross-referrals of small manufacturers needing product and process services
Idaho Department of Labor	Workforce Development Training	Provide Idaho workers with training in advanced manufacturing skills
Idaho Department of Agriculture	Specialty Crop Grant Program	Cross-referrals and delivery of services
Idaho Department of Environmental Quality	Informal Partnership	Cross-referrals and delivery of services; collaborate on E3 projects

### Core Functions/Idaho Code

TechHelp helps Idaho manufacturers primarily through one-on-one contact with companies. This contact ranges from major collaborative projects, which usually address a fundamental challenge facing the company, to smaller "value-added" projects, which typically bring a specific improvement to some aspect of company operations. TechHelp also hosts workshops and seminars statewide focusing on topics that impact Idaho manufacturers.

TechHelp's team of experts provides personalized solutions in the following areas of manufacturing.

- **New Product Development**
  - Eureka! Winning Ways Growth Services
  - Product Design
  - Prototyping & Testing
  - Design for Manufacturability
- **Quality Systems**
  - ISO 9000
  - Six Sigma Belt Certification
  - Statistical Process Control
  - Food Safety
- **Process Improvements**
  - Lean Manufacturing
  - Lean Enterprise Certificate Program
  - Lean Manufacturing for the Food Industry
  - Lean Office
  - Lean Enterprise
  - E3

### Revenue and Expenditures

Revenue	FY 2008	FY 2009	FY 2010	FY 2011
General Fund	\$176,200	\$174,300	\$159,200	\$143,900
<b>Total</b>	<b>\$176,200</b>	<b>\$174,300</b>	<b>\$159,200</b>	<b>\$143,900</b>
Expenditure	FY 2008	FY 2009	FY 2010	FY 2011
Personnel Costs	\$60,794	\$0	\$0	\$0
Operating Expenditures	\$15,018	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$0
Trustee/Benefit Payments	\$100,388	\$174,300	\$159,200	\$143,900
<b>Total</b>	<b>\$176,200</b>	<b>\$174,300</b>	<b>\$159,200</b>	<b>\$143,900</b>

### Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2008	FY 2009	FY 2010	FY 2011
Average State Cost Per Client Served	\$1,191	\$1,069	\$1,162	\$1,050
Manufacturers Served	148	163	137	137

## Special Programs—Tech Help

Performance Measurement Report

### Performance Highlights:

- Despite the recession, TechHelp's clients reported significant improvements in employment, sales and investments.
- TechHelp continued to maintain perfect quarterly performance ratings of 100 from the U.S. Department of Commerce.
- In addition to being a partnership of the three state universities, TechHelp partnered with several other state agencies - Department of Commerce, Department of Labor, Department of Agriculture, Department of Environmental Quality, Idaho District Export Council, and Small Business Development Centers – to provide integrated and effective services to Idaho's manufacturing community.
- TechHelp conducted 10 workshops during the year that trained 330 attendees in lean manufacturing, food safety, and food processing.
- TechHelp staff and BSU student interns conducted 89 product design and prototyping projects in the BSU College of Engineering's Rapid Prototyping Laboratory for Idaho companies.
- TechHelp developed strategies and tactics to roll out a new E3 program in Idaho. TechHelp's E3 program provides coordinated technical assistance to help businesses thrive in an era of intense global competition. E3 starts with an assessment of potential Energy, Waste and Efficiency savings followed by a plan for realizing those savings.

### Part II – Performance Measures

Performance Measure	2008	2009	2010	2011	Benchmark
Number of Jobs Created or Retained	379	799	261	276	Exceed prior year by 5%
Customer Satisfaction Score (scale of 1-5)	4.37*	4.45*	4.65*	4.63*	Exceed 4.0
New and Retained Client Sales	\$33.5M	\$39.5M	\$19.0M	\$44.6M	Exceed prior year by 5%
Client Cost Savings	\$7.0M	\$17.3M	\$8.3M	\$3.25M	Exceed prior year by 5%
Client Investments in Improvement	\$5.5M	\$8.1M	\$5.7M	\$6M	Exceed prior year by 5%
Federal Minimum Acceptable Impact Measures Performance Score	100	100	100	100	Exceed 85 of 100
Bottom-line Client Impact: Ratio of National Median**	1.19	1.73	1.00	.85	Above national median of 1.0
Net Revenue from Client Projects	\$474K	\$392K	\$572	\$403K	Exceed prior



## Special Programs—Tech Help

Performance Measurement Report

					year by 5%
Grant Dollars for Operations & Projects	\$873K	\$694K	\$689K	\$699K	Exceed prior year by 5%

### Performance Measure Explanatory Notes:

\* The survey instrument for Customer Satisfaction Score was changed in FY 2008.

\*\* Bottom-line Client Impact is a calculation of client sales and savings divided by federal dollars expended. The higher the impact per federal dollar, the more effective that a center is. The ratio compares TechHelp's bottom-line client impact to the median amount for all federal MEP centers. A ratio above the national median (greater than 1.0) indicates that TechHelp is more effective than most MEP centers.

### For More Information Contact

Steven Hatten, Executive Director  
Special Programs, TechHelp  
1910 University Drive  
Boise, ID 83725-1656  
Phone: 208-426-3689  
E-mail: [shatten@boisestate.edu](mailto:shatten@boisestate.edu)

## University of Idaho–WI Veterinary Medicine Performance Measurement Report

### Part 1 – Agency Profile

#### Agency Overview

The W-I (Washington-Idaho) Veterinary Medicine Program is administered in Idaho by the Head of the Department of Animal and Veterinary Science, College of Agricultural and Life Sciences, University of Idaho. Originally established in 1974, the W-I Program annually provides 44 Idaho residents with access to a veterinary medical education through a cooperative agreement between the University of Idaho and Washington State University. The Doctor of Veterinary Medicine (DVM) degree is awarded to Idaho students by Washington State University College of Veterinary Medicine. Idaho provides the cooperative program with the majority of veterinary students who have an expressed interest in production agriculture animals.

#### Core Functions/Idaho Code

The University of Idaho provides educational opportunities for any senior student in the Washington State University College of Veterinary Medicine by providing the equivalent of 65, one-month teaching rotations in food animal production and clinical medicine at the Caine Veterinary Teaching Center (CVTC) in Caldwell. Faculty members at the Caine Center continuously interact with Idaho veterinarians and livestock producers providing education and recommendations concerning animal production, diagnosis and clinical evaluation of disease situations.

1. Provide access to veterinary medical education at WSU for Idaho residents – the current W-I contract reserves 11 seats per year for Idaho veterinary medicine students. A total of 44 Idaho students are enrolled in this program each year.
2. Assist Idaho in meeting its needs for veterinarians – provide Idaho-trained, Idaho-resident graduate veterinarians to meet annual employment demands for the State. On average, 65-75% of new Idaho resident graduates of the WI Program are licensed to practice veterinary medicine in Idaho annually.
3. Provide hands-on instruction opportunities for senior veterinary students –teaching rotations in food animal production medicine and clinical experience are offered year-round at the Caine Center in Caldwell.
4. Provide access to referrals from Idaho veterinarians in the areas of food animal production, diagnosis, and clinical evaluation of diseases – a) accept 400 to 500 hospital clinical referrals annually as student teaching cases; b) provide disease diagnostic testing on approximately 15,000 diagnostic samples annually, and; c) conduct on-farm disease investigations for herd problems as requested by Idaho veterinarians and livestock producers.

### Washington-Idaho Veterinary Medicine Program

#### Revenue and Expenditures:

Revenue	FY 2008	FY 2009	FY 2010	FY 2011
General Fund	\$ 1,843,700	\$ 1,870,700	\$ 1,828,900	\$1,822,500
<b>Total</b>	<b>\$ 1,843,700</b>	<b>\$ 1,870,700</b>	<b>\$ 1,828,900</b>	<b>\$1,822,500</b>
Expenditure	FY 2008	FY 2009	FY 2010	FY 2011
Personnel Costs	\$ 536,300	\$ 555,400	\$ 528,000	\$ 519,100
Operating Expenditures	1,187,400	1,215,300	1,200,900	1,203,400
Capital Outlay	20,000	0	0	0
Trustee/Benefit Payments	100,000	100,000	100,000	100,000
<b>Total</b>	<b>\$ 1,843,700</b>	<b>\$ 1,870,700</b>	<b>\$ 1,828,900</b>	<b>\$1,822,500</b>

University of Idaho–WI Veterinary Medicine Performance Measurement Report

**Profile of Cases Managed and/or Key Services Provided**

Cases Managed and/or Key Services Provided	FY 2008	FY 2009	FY 2010	FY 2011
Number of Idaho Resident Students Enrolled Each Year	44	44	44	44
Number of One-Month Student Rotations (or equivalent) offered at the Caine Center Per Year	65	65	65	65
Number of Accepted Clinical Hospital Referral Cases	558	462	398	418
Number of Accepted Veterinary Diagnostic Samples	25,574	25,330	22,093	18,341

**Performance Highlights:**

**1) Teaching and learning at the Caine Center primarily consists of intensive, participatory clinical experiences.** Faculty at the Center instruct senior-year veterinary students in production animal/food animal medicine and management. Students participate in clinical experiences through hospital in/out-patient clinical care, field call services, disease investigations as well as limited formal presentations by Faculty. Students electing the cow-calf, feedlot, calving and lambing blocks spend the majority of their rotations at on-site/ranch participating in the management of those operations with direct supervision of a Caine Center clinician.

**2) FY2011 Grants and Contracts include \$68,672 in funding for the 4th year of the Northwest Bovine Veterinary Experience Program (NW-BVEP).** The primary objective of this program is to use an aggressive mentoring program to increase the number of food supply veterinarians graduating from veterinary school and practicing in Idaho. This funding supported stipends for 14 students participating in the program during the summer 2011.

**3) FY2011 Grants/Contracts include \$100,000 for a cooperative project with the Idaho Department of Fish and Game entitled Etiology and Epidemiology of pneumonia in bighorn sheep, now in its sixth year.** Topics of investigation under this project umbrella include *Pasteurella* and *Mycoplasma* species.

- A new type strain of *Pasteurella* was identified through work at the Caine Center. *Mannheimia acswardii*, was named in honor of Dr. Alton Ward's many contributions. We are currently preparing to submit the type strain to the International Pasteurellaceae Committee for analysis.
- Preliminary research results indicate that most *Mycoplasma* species isolated from wild sheep may be *M. arginini*, although we have found various *M. ovipneumoniae*. Several significant observations regarding growth of the organisms have been made, and we have a manuscript in review. Our objective is to incorporate test procedures which will be successful, sensitive and specific for the detection of *Mycoplasma* spp. present in samples collected from bighorn sheep.

**4) Another project was initiated last year with combined funding of approximately \$87,000 from UI and USDA/ARS sources.** This project is the largest survey study with domestic sheep pathogens conducted anywhere to date. We followed the bacterial shedding characteristics of 125 sheep at the U. S. Sheep Experiment Station (USSES) at Dubois, Idaho over a two-year period. Analysis indicated that individual sheep do indeed shed Pasteurellaceae potential pathogens at different rates.

The results of this project stimulated research collaboration with USDA/ARS and the University of Idaho. A five-year, \$150,000 project has been initiated to study the genetics of the sheep with regard to shedding of pathogens. This is important in various ways:

## University of Idaho–WI Veterinary Medicine Performance Measurement Report

- Respiratory disease in sheep and other domestic ruminants is costly worldwide. The results of the first two years of this study indicate a genetic basis for the presence and shedding of respiratory pathogens. If the genetic systems can be used to produce breeds of sheep that harbor fewer pathogens, the disease incidence may be reduced.
- Respiratory disease in wild sheep and other wild ruminants is a severe hindrance to successful wildlife management and sustainability. In Idaho and other western states, domestic sheep are thought to be a reservoir for pathogens that cause disease in wild sheep. By breeding domestic sheep that shed fewer respiratory pathogens the proposed threat to wild sheep will be reduced. If this accomplishment is made, economic benefits may be realized if domestic grazing restrictions can be relaxed on public land.

**5) Teaching and learning have also been an integral part of the wildlife/domestic disease research conducted at the Caine Center.** Approximately 12 college seniors have completed research projects within the overall project in the last 13 years. All of these outstanding students but one has gone on to graduate (MS, PhD) or professional schools (MD, DVM, PA).

**6) During FY 2011, the Faculty at the Caine Center continued efforts in applied research, in conjunction with veterinary teaching and outreach activities.**

- Ongoing research in the management of Johne's disease in sheep and goats allowed for student interaction with three of four cooperative flocks and herds.
- Applied research in bovine reproduction is also being conducted at the Caine Center. An abstract/poster describing an innovative approach to the use of embryo transfer on dairies was presented to an international audience of veterinarians and veterinary research scientists in November 2010 at the "XXVI World Buiatrics Congress 2010" in Santiago, Chile.

University of Idaho–WI Veterinary Medicine Performance Measurement Report

**Part II – Performance Measures**

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	Benchmark
1. Senior Veterinary Students Selecting Elective Rotations at the Caine Center.	41	62	80	54	40
2. Number/Percentage of Idaho Resident New Graduates Licensed to Practice Veterinary Medicine in Idaho.	8 Students (73%)	4 Students (36%)	7 Students (64%)	7 Students (64%)	7 students (65%)
3. Number of Disease Investigations Conducted by WI Faculty Members.	132	193	228	279	150
4. Number/Dollar Amount of Grants/Contracts by WI Faculty Members.	7 / \$330,317	10 / \$240,273	10 / \$303,350	9 / \$358,651	7 / \$300,000

**Performance Measure Notes:**

The Caine Center continues to be a very popular block with senior veterinary students and receives consistently high student evaluations. Demand for diagnostic services and field service activities also remains constant. The loss of one faculty position (due to retirement) at the beginning of FY2011 has resulted in the remaining faculty having to handle a much heavier teaching and service/outreach load in order to maintain those resources. At this time, that position remains vacant, but every effort will be made in coming months to secure funding to restore that position in support of the teaching and outreach activities.

Also, two long-time staff members retired during the first quarter of FY11 leaving both positions vacant for several months. This turnover impacted laboratory services as well as teaching and field disease investigation support for the faculty. Both positions have now been filled, and training continues for these employees to support the teaching, research and service activities.

**For More Information Contact**

M. Wayne Ayers, DVM/Teaching Program Coordinator  
Health Programs, W-I Veterinary Medicine  
CaineVeterinaryTeachingCenter  
1020 E. Homedale Road  
Caldwell, ID83607  
Phone: (208) 454-8657  
E-mail: [mwayers@uidaho.edu](mailto:mwayers@uidaho.edu)

## University of Idaho – WWAMI Medical Education Performance Measurement Report

### ***Part 1 – Agency Profile***

#### **Agency Overview**

The **Idaho WWAMI Medical Education Program** allows Idaho medical students to complete three of four years of medical school in Idaho, thereby increasing their familiarity with the healthcare needs of the State and region, and increasing the likelihood that they will return to Idaho communities to practice medicine. Twenty Idaho students complete their first year of medical training through the University of Washington School of Medicine's regional program at the University of Idaho's (UI) Moscow campus, sharing resources and faculty with the joint program at Washington State University in Pullman. After completing their second year of training in Seattle, WWAMI students have the opportunity to return and complete their 3<sup>rd</sup> and 4<sup>th</sup> year clinical training requirements in Idaho. These clinical rotations are coordinated through the Idaho WWAMI Medical Education Program office in Boise.

The first year WWAMI Program at UI is directed by Andrew Turner, PhD, who reports to the Provost at UI, and also functions as an Assistant Dean of the University of Washington School of Medicine. The WWAMI Medical Education Program office in Boise is directed by Mary Barinaga, MD, who reports to the Vice Dean for Regional Affairs at the University of Washington School of Medicine, and also functions as an Assistant Dean in Idaho. The WWAMI Program at UI employs twelve part-time faculty (shared with other academic programs) and two administrative staff. Idaho students admitted to the WWAMI Medical Program are interviewed and selected by the Idaho Admissions Committee, a group of four Idaho physicians appointed by the Idaho State Board of Education, who work in cooperation with the University of Washington School of Medicine Admissions Committee.

The Idaho WWAMI Medical Education Program is committed to helping prepare physicians for medical practice in Idaho, regardless of eventual sub-specialty selection, and to increasing the number of physicians who choose to practice in rural or underserved areas. There is also a strong commitment to the partnership between excellence in research and teaching in medical education. On average, WWAMI faculty in Idaho bring in \$5 Million each year in biomedical research awards. Cutting-edge research prepares the next generation of doctors to be well informed and at the forefront of clinical medical practice. The WWAMI faculty at the University of Idaho and our clinical/research faculty in Boise, Pocatello, Caldwell, Coeur d'Alene, Idaho Falls, McCall, Sandpoint, Hailey, and rural training communities, are committed to being dynamic teachers and informed biomedical scholars.

In addition, our WWAMI program goals include the continued development of humanitarian and service interests of our medical students, and recruitment from groups within Idaho that are traditionally underrepresented in medical school populations. WWAMI has established outreach programs to high schools and community colleges to encourage and prepare talented Idaho students from rural, underprivileged, or minority backgrounds who have an interest in medicine and health careers. In June 2011, Idaho WWAMI hosted the fourth North Idaho Pre-Med Forum, in Moscow. Forty-seven pre-health and pre-medical undergraduate students from north Idaho community colleges and universities attended this advising and recruitment forum.

#### **Core Functions/Idaho Code**

The core function of the Idaho WWAMI Medical Education Program at the University of Idaho is to provide qualified Idaho residents with access and education in the first year of medical training as part of the Idaho State Board of Education's contract with the University of Washington School of Medicine. Idaho Code **§33-3720** authorizes the State Board of Education to enter into contractual agreements to provide access for Idaho residents to qualified professional studies programs, and specifically, the WWAMI Medical Education Program (33-3717B(7)).

**University of Idaho – WWAMI Medical Education Performance Measurement Report**

**WWAMI**

**Revenue and Expenditures:**

<b>Beginning Fund Balance</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
	\$ 205,777	\$ 373,289	\$ 305,684	\$ 344,314
<b>Revenue</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
General Fund	\$ 3,368,600	\$ 3,375,100	\$ 3,395,500	\$ 3,402,400
Unrestricted Current	303,779	341,146	388,874	418,449
<b>Total</b>	<b>\$ 3,672,379</b>	<b>\$ 3,716,246</b>	<b>\$ 3,784,374</b>	<b>\$ 3,820,849</b>
<b>Expenditure</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Personnel Costs	\$ 693,352	\$ 787,956	\$ 711,639	\$ 706,452
Operating Expenditures	169,795	254,482	157,319	290,169
Capital Outlay	29,861	774	12,626	
Trustee/Benefit Payments	2,611,859	2,740,639	2,864,160	2,939,741
<b>Total</b>	<b>\$ 3,504,867</b>	<b>\$ 3,783,851</b>	<b>\$ 3,745,744</b>	<b>\$ 3,936,362</b>
<b>Ending Fund Balance</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
	\$ 373,289	\$ 305,684	\$ 344,314	\$ 228,801

**Profile of Cases Managed and/or Key Services Provided**

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Number of Idaho Students Applying to UW Medical School (WWAMI)	141	134	114	129
- Average GPA ID WWAMI	3.7	3.8	3.8	3.8
- Average MCAT Score ID WWAMI	10.4	10.2	9.9	9.5
Number of Idaho Students Admitted to UW Medical School	20	20	20	20
Number/Percentage of Graduates Practicing in Idaho (cumulative)	217/50%	224/50%	242/49%	248/50%

**Performance Highlights:**

1. In 2010-2011, 43 WWAMI students completed their entire year of medical training in Idaho. In addition to the 20 first year medical students in the UI WWAMI program in Moscow, 11 third year medical students and 12 fourth year medical students in the Idaho WWAMI Track in Boise. Twenty-eight additional WWAMI medical students completed one or more clinical training rotations in Idaho this past year, introducing them to Idaho's healthcare system and future workforce needs.
2. Idaho WWAMI continues to maintain high levels of interest in rural and underserved medicine and rural training experiences. In 2010, we placed 18 first year medical students in one-month rural primary care training experiences throughout Idaho during the summer between their first and second years of medical school. In addition, 4 of these students participated in joint Idaho SEARCH Program placements, a rural workforce program grant within the Idaho Office of Rural Health and Primary Care.
3. Four Idaho WWAMI medical students were elected this year to the UWSOM chapter of Alpha Omega Alpha, the national honor society for medicine. By national guidelines, these students must be in the top twenty-five percent of the class to be eligible for election, and must show evidence of personal and professional development as a physician-in-training, integrity, compassion, fairness in dealing with one's colleagues, and capacity for leadership. Idaho graduating WWAMI students Sean Edmunds (Twin Falls), Donald Perry (Rexburg), Lane Squires (Cedar Hills), and Bryn Parker (Elk City) are our Idaho medical honorees.
4. In January of 2011, for the second time since the WWAMI program began in Idaho, the Idaho Admissions Committee conducted admissions interviews in Idaho. The interviews took place over a



**University of Idaho – WWAMI Medical Education** Performance Measurement Report

four-day period at the University of Idaho Boise Center, where our four Idaho physician committee members interviewed 44 Idaho applicants. Idaho WWAMI admission interviews in Boise will now be a permanent part of the WWAMI admission process for Idaho students.

5. WWAMI-affiliated faculty at UI continue to be highly successful in bringing National Institute of Health biomedical research funding into Idaho. The Idaho INBRE Program, now in its third year of a \$16.6 Million NIH award to build Idaho's biomedical research infrastructure, continues to expand research capacity at all nine of Idaho's universities and colleges and the Boise VA, through shared faculty funding and undergraduate and graduate science student research support.

***Part II – Performance Measures***

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	Benchmark
Number of Idaho Applicants Per Year; Ratio of State Applicants Per Seat	141 7.0 : 1	134 6.7 : 1	114 5.7 : 1	129 6.5 : 1	2.2 : 1 <sup>1</sup>
Idaho WWAMI Pass Rate on the U.S. Medical Licensing Examination	100%	100%	100%	100%	91% <sup>2</sup>
Number of Idaho Rural Summer Medical Student Placements Per Year	20	23	20	18	10 <sup>3</sup>
Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho (Idaho WWAMI graduates practicing in state/number of Idaho WWAMI graduates)	50%	50%	49%	50%	39% <sup>4</sup>
Overall Idaho return on investment (ROI) for WWAMI graduates (five states) who practice medicine in Idaho (all WWAMI graduates practicing in Idaho/number of Idaho WWAMI graduates)	70%	72%	72%	73%	>60%
Percentage of Idaho WWAMI graduates choosing primary care specialties for residency training	47%	43%	35%	39%	50% <sup>5</sup>



University of Idaho – WWAMI Medical Education Performance Measurement Report

**For More Information Contact**

Andrew Turner, Ph.D.  
WWAMI Medical Education Program  
University of Idaho  
PO Box 444207  
Moscow, ID 83844-4207  
Phone: 208-885-6696  
E-mail: [aturner@uidaho.edu](mailto:aturner@uidaho.edu)

Mary Barinaga, M.D.  
WWAMI Medical Education Program  
University of Idaho - Boise  
332 E. Front Street, Suite 442B  
Boise, ID 83702  
Phone: 208-364-4544  
E-mail: [barinm@uw.edu](mailto:barinm@uw.edu)

<sup>1</sup>This is the national ratio of in-state applicants per admitted student (2010)

<sup>2</sup>U.S. Pass Rate

<sup>3</sup>The target is 50% interest in rural training experiences.

<sup>4</sup>This is the national return rate for all medical schools in the U.S.

<sup>5</sup>This target rate is per the WWAMI mission

**Special Programs—Idaho Museum of Natural History**

Performance Measurement Report

**Part 1 – Agency Profile**

**Agency Overview:**

Recognizing the importance of our natural heritage to the citizens of the State, the Idaho Museum of Natural History (IMNH) is charged with preserving and interpreting cultural and natural history for the citizens of Idaho. It is the mission of the Idaho Museum of Natural History to actively nurture an understanding of and delight in Idaho's natural and cultural heritage. As the official state museum of natural history, it acquires, preserves, studies, interprets, and displays natural and cultural objects for Idaho residents, visitors, and the world's community of students and scholars. The Museum also supports and encourages Idaho's other natural history museums through mentoring and training in sound museological practices and is building educational and research collaborations across the state.

The Idaho Museum of Natural History is home to collections in anthropology, archaeology, paleontology, earth science, and the life sciences. It holds an archive of collection related documentation, and field notes, historic and research documents, ethnographic photographs, and audio recordings. It also houses the eastern branch of the Archaeological Survey of Idaho. Researchers pursue scholarly study of the collections and publish their findings in peer reviewed and Museum-sponsored publications. Exhibitions emphasize the collections and mission of the Museum, and include permanent and special offerings. Educational classes for children, families, and adults provide more in-depth exploration of the natural history of Idaho.

**Core Functions/Idaho Code:**

The Idaho Museum of Natural History has two core functions:

- 1) To collect, care for, preserve, research, interpret and present — through educational programs and exhibitions — Idaho's cultural and natural heritage.
- 2) To support and encourage local and municipal natural history museums throughout the state of Idaho.

**Revenue and Expenditures:**

<b>Revenue</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
General Fund	\$595,500	\$599,300	\$497,500	\$454,100
Encumbered Funds from FY08		\$17,512	\$0	\$0
Less budget Holdbacks		\$(37,838)	\$(34,800)	\$0
<b>Total</b>	<b>\$595,500</b>	<b>\$578,974</b>	<b>\$462,700</b>	<b>\$454,100</b>
<b>Expenditure</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Personnel Costs	\$517,900	\$546,100	\$434,877	\$440,300
Operating Expenditures	\$28,538	\$13,805	\$27,847	\$13,800
Capital Outlay	\$30,288	\$17,812	\$0	\$0
Trustee/Benefit Payments	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$576,726</b>	<b>\$577,717</b>	<b>\$462,724</b>	<b>\$454,100</b>

**Profile of Cases Managed and/or Key Services Provided:**

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>* FY 2011</b>
Number of General Public Visitors	7,954	4,378	2,052	4,212
Number of Educational Programs for Public Audiences	84	64	18	27
Number of K12 Students on Class Tours	5,025	2,481	2,197	3,660
Outreach Visits to Idaho Schools (47 Trips)		2,611	1,523	1,949
Number of K12 Tours		104	82	75
Exhibitions Mounted	8	5	0	20
Loans from Collections	14	273	174	37
Visiting Scientists		41	3	56
Volunteer Hours		1,210	869.5	1850.5

Special Programs—Idaho Museum of Natural History

Performance Measurement Report

\* Cases managed and key services provided were severely reduced in FY 2011 because the Museum Gallery was closed due to ADA required construction. The museum gallery was reopened in Dec, 2010. These numbers represent approximately 7 months of activity.

\*\*This number reflects: 148 loans from Education Resources Center, 24 loans of IMNH specimens to other institutions, 2 loans of visual media.

\*\*\*Number reflects children who participated in the Saturday Science classes and Science Trek 2011

- 1) **Collections and Associated Research:** a) Secure space, care and storage of collections; b) access to collections records and other archived information; c) research and presentation of new knowledge. These services are provided to those depositing collections, scholars, other natural history organizations, and Idaho's and others' museums.
- 2) **Education and Training:** on-site and web-based training via workshops, classes, outreach materials, internships, facilitated tours and exhibitions. These are provided to K-12 students, higher education students, instructors and teachers, residents and visitors.
- 3) **Resources, Expertise, and Consultation:** a) natural history object identification; b) specialty equipment for natural history object study; c) technical services supporting collections and research; d) expertise for compliance with Federal and State collections regulations; e) as a venue / space for exhibitions; f) as a source for natural history traveling exhibitions; g) expertise on natural history topics and museology. These are provided to residents, visitors, scholars, organizations and agencies required to repository collections in an accredited 36 C FR Part 79 compliant repository, other natural history organization, Idaho's and others' museums.

### Performance Highlights:

The Idaho Museum of Natural History went through significant changes during 2009 – 2010. These changes include the reorganization of the museum staff, a rejuvenated emphasis on research, education, and outreach, and the creation of new exhibits. The vibrant but small staff of the IMNH, severely reduced from numbers of a few years ago, is dedicated to the delivery of research products to Idaho's learning communities in the form of new knowledge and new exhibits (with the help of volunteers). The staff restructuring of the museum has led to new vitality with three new curators and three new collections managers in the collections divisions: Earth Sciences, Life Sciences, and Anthropological/Archaeological Sciences.

In December 2009, the exhibit gallery of the Idaho Museum of Natural History was closed in order to complete major ADA required renovations to the museum building. A remodeled gallery and the creation of entirely new exhibits were completed in the fall, 2010. The gallery was reopened to the public on December 4, 2010 with 20 new exhibits created by the museum staff.

The Idaho Museum of Natural History was awarded accreditation by the American Association of Museums in August 2010.

Two major National Science Foundation awards were made to the IMNH totaling over 1.25 million over the next three years.

We hosted 56 researchers from outside the museum throughout the Divisions. In addition, Workshops and training seminars were regularly held throughout the museum units. We gave over 75 tours of the collections and facilities to the public and professional communities. We mentored over 20 student employees and volunteers. We participated in a number of K-12 educational programs both in the museum and through visiting local schools. Annual visits from all Federal agencies identified the IMNH as the premier collections facility for federal collections in the region.

Critically important to our service mission as The Idaho Museum of Natural History, the Museum has now begun an effort to put all of our collections on-line in a format readily accessible to the peoples of Idaho. The IMNH Virtual Museum of Idaho will be the foundation for presenting our Natural History to the World. The first stages of this project are now funded by a Technology Incentive Grant from the State of Idaho, and proposals have been submitted to the National Science Foundation.

The Idaho Virtualization Laboratory, funded by the National Science Foundation, became a key part of the museum. We now house one of the INL / CAES 3D Virtual Environment units for 3D visualization and simulation as a long-term loan.

**Special Programs—Idaho Museum of Natural History**

Performance Measurement Report

**Exhibits featured at the Idaho Museum of Natural History December 4, 2010 to June 30<sup>th</sup>, 2011 included the following.** These exhibits are representative of the high quality programming that the Museum staff and constituencies are consistently offering the citizens of the State of Idaho

- 12,000 years of human activity at the Wasden Site
- What Can Owl Pellets Tell Us About Climate Change?
- Growing up on the Snake River Plain
- Tribes in Idaho used different storage techniques
- Travelers of the Snake River Plain
- Idaho climate changes during the Pleistocene
- Important dating techniques for archaeologists is a chronology of diagnostic tools
- Obsidian sources along the Snake River Plain have unique chemical compositions
- Archaeology of the Arco desert is one of many surface scatter examples
- Ground stone is an integral part to prehistoric food preparation
- Clothing in the past was made from plants that were immediately accessible
- Ceramics of Southern Idaho
- Crescent tools
- Idaho Trackways and Dinosaurs from the Cretaceous
- Gemstones
- Live exhibit - Paleo Lab
- Raising the Tolo Lake Mammoth
- Ice Age Mammals of Idaho – featured full mount replicas
- Vegetation Zones on the Snake River Plain
- Rodents, Amphibians, Reptiles and Birds of the Snake River Plain
- Sagebrush Ecology

**K12 Programs offered throughout the year included:**

*Science Trek*, a program offered to 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grade children from throughout southeastern Idaho, celebrated its 22nd anniversary in April 2011. This program, a partnership with Idaho Public Television, has over the course of 22 years introduced many STEM/scientific disciplines to 2,941 of Idaho's youth by placing them with practicing scientists at Idaho State University.

*Saturday Science* partnered with the ISU Physics Department to offer a series of five classes to 3<sup>rd</sup>, 4<sup>th</sup>, & 5<sup>th</sup> grade children. Thirty-two children attended the classes from October 2010 to March 2011.

*Idaho Geology Outreach Grant* (IGO) project has applied its energies during 2010 – 2011 to building the capacity to deliver programs and products to rural educators and their students. IGO staff continues the process of designing and developing the information and products pertinent to the diverse geology of participants' local areas. This effort incorporates customizing the format of a professional development component and online learning modules to the localities of rural educators.

**Part II – Performance Measures**

Performance Measure	FY 2007	FY 2008	FY 2009	*FY 2010	2011 Benchmark	**Actual 2011	2012 Benchmark
Number of People Served by the General Public Museum Programs	9,064	11,022	11,054	8,937	11,054	9,821 (+11%)	Increase by 5%
Grant/Contract Revenue Received	\$181,150	\$14,823	\$10,098	\$208,736	Increase by 5%	\$675,128 (+323%)	Increase by 5%

Special Programs—Idaho Museum of Natural History

Performance Measurement Report

Number of Exhibitions Developed	Data not collected prior to 2008	1	5	0	5	***20	20
Museum Store Revenue Received	\$23,249	\$22,912	\$24,588	\$12,707	\$24,588	\$5,314.85	Increase by 10%
Number of Educational Programs	95	84	168	100	64	103	Increase by 5%

**\*All of the Performance Measures were impacted by the Museum gallery and store closing in December 2009 for ADA required construction. We created new exhibits and displays for Fall 2010. Benchmarks related to the Museum gallery and store were based on a return to FY 2009 levels.**

**\*\*The museum gallery and store were reopened December 4, 2010. This number represents 7 months. The store was reduced in operations and materials by more than 50%.**

**\*\*\*Represents the new gallery exhibition reopened December 4, 2010.**

**Performance Measure Explanatory Notes:**

The Idaho Museum of Natural History went through significant changes during 2009 – 2010. These changes included the loss of staff due to retirement, reduction in force driven by deep cuts in funding, restructuring of core museum programs, and finding other employment. Staff numbers were decreased from 13 to 9 (six with full time appointments, three ranging from .15 to .6 appointments). These reductions in an already small staff impacted the number of programs offered.

The challenging economic climate and gallery remodeling affected the numbers of K12 school groups visiting the museum and numbers of children registered in K12 programs offered through the museum. It is planned that continuing and new programs will be designed to attract Museum audiences back to the Museum during the Fall and Winter of 2010 -2011. One continuing program will be offering Museum learning experiences; both outreach and in gallery, to the 21<sup>st</sup> Century Afterschool program children through School District #25. This project works with 250 children at six different schools every month throughout the school year

Museum activity for the next one - two years will be focused on the development of strong collections areas, the development of rigorous research performed by IMNH curators, and the delivery of knowledge to Idaho's learning communities in the form of new exhibits, although because of budget reductions, we no longer have any staff dedicated to exhibits. Critical to our future is the creation of the Virtual Museum of Idaho, so that students, public, and researchers may use our collections from anywhere in the world.

**For More Information Contact**

Herbert D. G. Maschner, Director  
Idaho Museum of Natural History  
Stop 8096  
Pocatello, ID 83209  
Phone: 208-282-3168  
E-mail: [maschner@isu.edu](mailto:maschner@isu.edu)

## Health Programs—ISU Family Medicine Residency

Performance Measurement Report

### **Part I – Agency Profile**

#### **Agency Overview**

There are two family medicine residencies in Idaho – the ISU Family Medicine Residency (ISU FMR) in Pocatello and the Family Medicine Residency of Idaho (FMRI) in Boise. Both programs are funded from State allocations, grants, local hospitals, Medicare and patient revenues. Idaho State University is recognized by the Accreditation Council for Graduate Medical Education (ACGME) as the official sponsoring institution of ISU – Family Medicine Residency (ISU FMR). Jonathan Cree, M.D. is the Director of the ISU FMR and Department Chair.

#### **Core Functions/ Idaho Code**

**1. Training family physicians to provide care to populations throughout Idaho, both rural and urban.**

Idaho is 49<sup>th</sup> out of 50 in physician per capita state statistics in the USA and has a special problem recruiting physicians to settle in isolated rural Idaho. Both residency programs have an excellent track record of recruiting family physicians that settle and stay in Idaho, and gives Idaho the honor of being the eighth state in the nation in retention rates. The ISU FMR has 20 medical residents and two pharmacotherapy residents in training, and graduates seven new family physicians each June. Forty-one of ISU's 82 graduates have stayed in Idaho.

**2. Provision of services to underserved populations in Idaho:**

Reimbursement for medical services has been declining, while program costs have been climbing. The ISU FMR provides over \$2.2 million in medical services to Medicaid, Medicare, and the indigent. Approximately 50% of the \$3.5 million (or \$1.75 million) annual charges are written off to bad debt and contractual adjustments. The ISU FMR staffs community services such as the Health Department, adolescent detention centers, prison services, free clinics and HIV clinics. The Indian Health Service, migrant workers, nursing home residents and the home-bound also receive medical support from the residents.

#### **\*Revenue & Expenditures**

<b>Revenue</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
General Fund	\$721,600	\$747,300	\$870,900	\$877,200
<b>Total</b>	<b>\$721,600</b>	<b>\$747,300</b>	<b>\$870,900</b>	<b>\$877,200</b>
<b>Expenditure</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Personnel Costs	\$ 456,700	\$474,500	\$572,400	\$566,300
Operating Expenditures	\$ 264,900	\$272,800	\$298,500	\$310,900
Capital Outlay	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total</b>	<b>\$721,600</b>	<b>\$747,300</b>	<b>\$870,900</b>	<b>\$877,200</b>

\* Data are only for ISU – Family Medicine Residency

#### **Profile of Cases Managed and/or Key Services Provided**

<b>Cases Managed and/or Key Services Provided</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>
Number of Residents in Training	18	18	19	20
Average Total State Funded Dollar Cost per Resident as a Percent of Total Residency Training Costs	14.6%	12.9%	14.5%	14.1%
Number of Health Profession Students (non-physician) Receiving Clinical Training at FMR Facilities	7	7	2PA 3NP, 5Psych, 7 dietetic (17)	1PA 1NP 6 Psych, 8 dietetic (16)



## Health Programs—ISU Family Medicine Residency

Performance Measurement Report

### Dollar Cost per resident

State dollars received by ISU FMR are \$877,000. Approximately 25% of these dollars are used for departmental support, leaving \$657,750 for 20 residents or \$32,887 per resident as our best estimate of dollar cost per resident. Total departmental budget is \$6.2M; \$877,000 is 14.14%.

### **Performance Highlights:**

Clinical Service Grants: The ISU FMR has active clinical grant writers who pursue grants to help offset residency deficits and enrich the clinical training. Over the last decade, these grants have assisted funding outreach to rural perinatal populations in American Falls and Aberdeen, uninsured GYN patients with pre-cancerous lesions of the uterine cervix, education in the New Model Office Paradigm and Quality Improvements. Total Title VII awards between 1999 and 2011 were \$3,727,542.

New Title VII Award 2008 - 2011: ISU FMR received notice of a \$900,000 award to promote interventions in exercise, nutrition and lifestyle choices at all phases of the family life cycle. We plan to combine a powerful, multi-disciplinary health resource personnel team that will foster the evolution of a new Therapeutic Lifestyle Center in our Family Medicine Clinic. These innovations will be facilitated by an enhanced healthcare information technology infrastructure and the development of a Medical Home Business Model. This award of \$300,000 per year, brings the total clinical grant funding to \$3,727,542.

Primary Care Expansion: The ISU FMR Program (Residency) is a well-established university sponsored, community-based, fully accredited 6-6 residency with a strong emphasis on care for the underserved and preparation for broad-spectrum rural practice. Family medicine residents receive clinical training in a sole community hospital and a community health center, caring for a culturally diverse and underserved patient population. The Idaho PCRE Project will allow the Residency to expand from its current resident complement of 18 total residents to 21 total residents over a five year period.

Research Division: The ISU FMR sponsors an active and successful research division. We are the recipients of three prestigious NIH multi-center trials, AIMHIGH, CAPTION and ACCORDION. The division was a major contributor to the ACCORD study which was completed in December 2010 and changed the approach to diabetes all over the world. A staff of highly qualified research assistants and coordinators service these grants; and the clinical research division is extremely productive in scholarly research publications. At the present time the ISU FM Research Division has secured \$4.3 million in research funding.

## **Part II – Performance Measures**

Performance Measure	FY 2008	FY 2009	FY 2010	FY 2011	Benchmark
Percentage of Physician Residents Graduating	100%	100%	100%	100%	100%
Percentage of Graduates Successfully Completing Board Examination <sup>1</sup>	100%	100%	83%	pending	100%
Percentage of Resident Training Graduates Practicing in Idaho	51%	49%	50.6%	40%	50%
Number of Residents Matched Annually <sup>2</sup>	6	8	6	7	7
Percentage of Qualified Idaho Residents Offered an Interview for Residency Training	100%	100%	100%	100%	100%
Number of Title VII Clinical Service Grants Awarded	2	2	2	2	1 in 6 years
Retention of Full continued accreditation status with a five-year revisit cycle <sup>3</sup>	Full/5 years	Full/5 years	Full/5 years	Full/5 years	Full/5 years

### **Performance Measure Notes:**

<sup>1</sup> Scores are not released until mid September each year.

<sup>2</sup>Number of Residents Matched Annually: The proposed increase in number of residents was placed on hold owing to financial constraints

<sup>3</sup>Accreditation Status: Accreditation status may be initial, continued, probationary or withheld. The longest time between accreditation cycles is five years. The ISU FMR has the best accreditation status possible.

## Health Programs—ISU Family Medicine Residency

Performance Measurement Report

### For More Information Contact

Jonathan Cree, M.D., Director  
ISU Family Medicine Residency  
465 Memorial Drive  
Pocatello, ID 83201-4508  
Phone: 208-282-3253  
Email: [joncree@fmed.isu.edu](mailto:joncree@fmed.isu.edu)



## Part 1 – Agency Profile (FY 2011 Update)

### Agency Overview

The Idaho Council on Economic Education was founded in 1971 and has been hosted by Boise State University for 40 years. For many of those years the Idaho Council functioned as an Idaho State Agency / Special Program, receiving a relatively small but very important special appropriation from the State. The Idaho Council has thus been able to work closely with the State Department of Education, the universities and Idaho businesses to provide economic and financial education to Idaho schools, including teachers and students. The average amount of this appropriation was \$54,800 between FY 2006 and 2010. The appropriation was completely eliminated in FY 2011. These budget cuts have resulted in a reduction in the support and participation of the University of Idaho, Idaho State University and the College of Southern Idaho in our economic and financial education programs for Idaho students. While the Idaho Council understands the economic challenges faced by the state, which led to the reduction and then the elimination of this important appropriation, the Council hopes to see the appropriation reinstated in future years.

The Idaho Council provides K-12 school teachers and Idaho students with a multitude of educational programs in economics and personal finance to help them become better citizens, better decision makers and better eventual leaders in tomorrow's global economy. All of the Idaho Council's programs are directly correlated to and in support of Idaho's Educational Achievement Standards.

One of the Council's most important programs is called the "International Economic Summit." It was started at Borah High School, further developed by the Idaho Council, implemented in many high schools in Idaho and is now in demand by other states and countries. It is a great example of "Invented in Idaho" and is becoming a major Idaho educational contribution to the rest of the United States. The Idaho Council sponsors and conducts 10 - 12 of these events annually throughout the state. Between 4,000 and 5,000 Idaho seniors participate in this program every year.

The Council also provides other programs to Idaho teachers and students including:

- The Stock Market Game
- Hands on Banking
- The Classroom Mini Economy
- Ethics in Economics
- Financial Fitness for Life
- Training for High School Economics Teachers
- AP Economics
- Middle School Economics
- Economics in Children's Literature
- Mathematics and Economics

The Idaho Council functions as an important link between Idaho universities, k-12 schools and Idaho businesses. Members of the Board of Directors of the Idaho Council include the following:

<b>Rick Phillips, Chairman</b>	Director of Public Relations	JR Simplot
<b>Bill Russell, Vice Chair</b>	Vice President	Northwest Nazarene University
<b>Mitch Rasmussen, Treasurer</b>	Audit Manager	Eide Bailey
<b>Bea Black, Past Chair</b>	Chief Executive Officer	Women and Children's Alliance
<b>Jeff Manser</b>	Chief Financial Officer	Bank of Idaho
<b>Jim Thompson</b>	Retired	Nuclear Placement Services

# Special Programs—Idaho Council on Economic Education

Performance Measurement Report

<b>Stuart Williams</b>	Vice President	Wells Fargo Bank
<b>Don Holley</b>	Professor of Economics	Boise State University
<b>Diane Boothe</b>	Dean, College of Education	Boise State University
<b>Russ Heller</b>	Director, History and Social Sciences	Boise School District
<b>Trent Clark</b>	Vice President, Government Relations	Monsanto
<b>Rick Keller</b>	Chief Executive Officer	Idaho Farm Bureau
<b>Dewey Hammond</b>	Former State Tax Commissioner	State of Idaho
<b>Rob Sturgill</b>	Director	Edward Jones and Co.
<b>Bob Stanton</b>	Retired	Intermountain Gas Co.
<b>Pat Shannon</b>	Dean, College of Business and Economics	Boise State University
<b>Rick Frisch</b>	Private Consultant	
<b>Damien Bard</b>	International Business	Idaho Dept of Commerce
<b>Chuck Zimmerly</b>	Associate Dean College of Education	Idaho State University
<b>Doug Sayer</b>	Chief Executive Officer	Premier Technology
<b>Jeff Currie</b>	Chief Executive Officer	Applied Assets Inc.
<b>Kirk Gifford</b>	Professor of Economics	Brigham Young Univeristy - Idaho
<b>Laura Cobb</b>	Vice President	CitiGroup
<b>Mark Snodgrass</b>	Idaho Economic Fellow	Eagle High School, Meridian School District
<b>Peter Kavouras</b>	Director, Social Studies	Idaho State Department of Education
<b>Rick Murray</b>	Vice President	US Bank
<b>Rus Plant</b>	Manager	Intermountain Gas Co.
<b>Tom Luna</b>	Superintendent of Public Education	Idaho State Department of Education

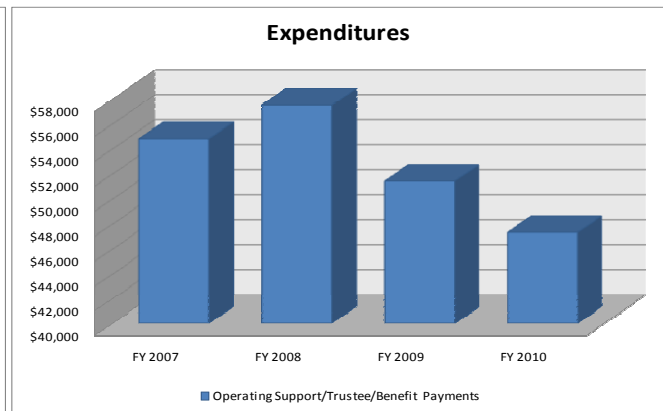
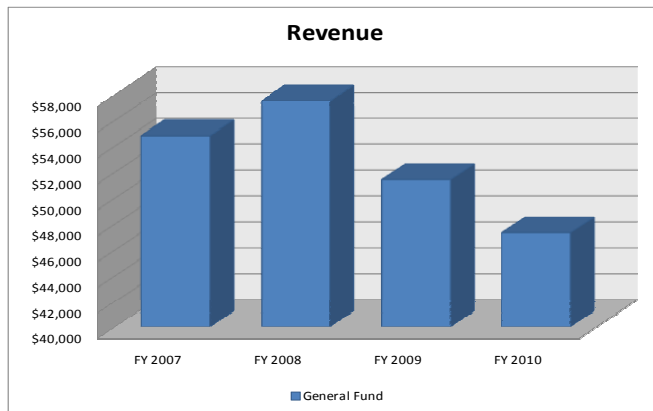
## Core Functions/Idaho Code

The core functions of the Idaho Council on Economic Education are to:

- Train K-12 school teachers in economics, business, personal finance and entrepreneurship so they are better prepared to take these important principles to their students. These activities directly support the Idaho State Educational Achievements Standards.
- Administer and manage a variety of educational programs including the International Economic Summit, the Stock Market Game and others.
- Involve business, banking, government and other community leaders in economic education in a way that both provides Idaho students with quality learning experiences and also helps adults sharpen their understanding and skills.

## Revenue and Expenditures:

Revenue	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
General Fund	\$54,800	\$57,500	\$51,400	\$47,300	0
<b>Total</b>	<b>\$54,800</b>	<b>\$57,500</b>	<b>\$51,400</b>	<b>\$47,300</b>	<b>0</b>
Expenditure	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
Operating Support of the 4 Idaho Centers on Economic Education at U of I, CSI, ISU and BSU	\$54,800	\$57,500	\$51,400	\$47,300	0
Trustee/Benefit Payments	\$54,800	57,500	51,400	\$47,300	0
<b>Total</b>	<b>\$54,800</b>	<b>57,500</b>	<b>51,400</b>	<b>\$47,300</b>	<b>0</b>



## Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
Number of Teachers Receiving Training in Economic/Financial Education	175	165	180	100	80
Number of Students Participating in Economic/Financial Programs By Council and Centers	11,000	10,600	11,250	9,250	7,000

## Performance Highlights:

1. International Economic Summit program. The Idaho Council continued to offer and manage the International Economic Summit program across the state of Idaho even though the traditional state funding support had been completely eliminated for FY 2011. Some schools that had enthusiastically participated in the past were not able to participate without the state support. These were mostly rural Idaho schools. As a result, fewer Idaho students and teachers had the opportunity to learn about and experience what it is to live and work in a very competitive global economy. Additionally, the elimination of state support resulted in a decrease in the activity level and support traditionally provided by the Centers for Economic Education at University of Idaho, Idaho State University and the College of Southern Idaho. These universities and the personnel in the Centers continued to help to the extent possible but without this funding it made their participation understandably more difficult. For more than 10 years this popular program has reached 4,000 to 5,000 Idaho students annually in all regions of the state. It has provided these students with practical knowledge in economics, decision making, entrepreneurship, creativity, writing, debate and business. Perhaps more importantly, it has awakened them to the fact that the United States, Idaho and each of them individually must take immediate steps to prepare to live, work and compete in a world where China, India and other countries are rapidly gaining an economic and educational advantage over our traditional leadership.
2. Stock Market Game and Investor Education Program. The Idaho Department of Finance and Wells Fargo Bank partnered with us again to provide funding and support for this valuable program. Approximately 6,000 Idaho students and their teachers from grades 4 – 12 participate in the Idaho Stock Market Game every year. This program teaches them the importance of saving, investing and living within their means. It stimulates many students to begin a long term investment program as early as elementary school.
3. China – Idaho Connection. In 2010, Governor and Mrs. Otter assisted with our Idaho - China student/teacher exchange program. The Idaho Council led a delegation, in conjunction with the Governor's Trade Mission, of 28 high school and university students and teachers to China to study that economy. Funding for this program did not involve state funds.
4. Federal Reserve Bank of San Francisco. The Idaho Council formed a partnership with the Federal Reserve Bank of San Francisco, which brings revenue funding into Idaho, which is used for economic education of our students. The Idaho Council has strengthened and expanded our relationship with the Federal Reserve Bank of San Francisco this past year. Not only has the Fed licensed and adopted our International Economic Summit program as the country's "best educational program in international economics and globalization" but it has also implemented this Idaho-grown program in Washington, California, Oregon, Utah, Hawaii, Arizona and several other states. The Fed continues to be very supportive of the Idaho Council and our Centers. Through this partnership, Idaho's influence has expanded to 75,000 students annually outside our state.
5. Federal Reserve Bank of Boston. We expanded our opportunity to bring funding into Idaho by forming a partnership with the Boston Fed. In 2009 we trained 40 teachers from all of the New England states in our Summit program. The first New England International Economic Summit was managed by the Idaho Council in December 2009 and conducted at Bridgewater State University near Boston. The second Economic Summit in New England was held at Harvard University under our direction. In December 2012 the third annual NE Summit will be held at Kraft Stadium, home of the New England Patriots.
6. As the Idaho Council on Economic Education and its International Economic Summit program continue to expand Idaho's leadership and reputation nationally and internationally, more and more states and countries want to implement our proprietary and proven educational program in their schools. In 2010 and 2011 the Idaho Council trained and licensed 50 high school teachers in Mississippi and conducted Economic Summits in that state. This was sponsored primarily by the University of Mississippi, Mississippi College and the Mississippi Council on Economic Education. Beginning in FY 2012, the Idaho Council has been contracted by the state of Texas to begin training teachers and offering our International Economic Summit program in that state. The benefits to Idaho of these activities include the following:

### Benefits to Idaho

- This represents the sale (export) of an Idaho product outside the state, bringing additional marginal revenue into our own educational system.

- It places Idaho in an exemplary leadership position educationally as evidenced by the fact that one of our own educational programs (the International Economic Summit) is in high demand nationally and internationally. Indeed, the Federal Reserve Bank has endorsed this program and has stated that it is the most beneficial program available for teaching students about international economics, trade and global competitiveness.
- It provides an opportunity for Idaho teachers, students, government leaders and business people to make new connections with their counterparts across the country and world.
- It provides important potential linkages between Boise State University (a metropolitan university of distinction which emphasizes innovation, creativity and entrepreneurship) and other top universities including University of Southern California, San Diego State University, San Jose State University, University of Washington, Harvard University, University of Mississippi, Rochester Institute of Technology and many others where we offer the International Economic Summit program.

## Part II – Performance Measures

Performance Measure	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	Benchmark
Number of Community Volunteers Participating in Providing Economic and Financial Education Programs to Idaho Students and Teachers	360	350	360	300	350	350
International Economic Summit programs conducted annually for Idaho students in all regions of the state	8	9	10	10	10	10
Number of student teams participating in the Investment Education and Protection programs, including the Stock Market Game	650	800	850	700	700	1,500
On-line investor and financial education programs offered annually	0	1	2	1	0	1

### For More Information Contact

Leon Maynard, President  
 Idaho Council of Economic Education  
 Boise State University  
 1910 University Drive, Room E526  
 Boise, ID 83725  
 Phone: 208-426-1810  
 E-mail: [LeonMaynard@boisestate.edu](mailto:LeonMaynard@boisestate.edu)

THIS PAGE INTENTIONALLY LEFT BLANK

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>BAHR – SECTION II</b> FY 2011 Carryover Funds	Motion to approve
<b>2</b>	<b>IRSA</b> Quarterly Report: Program Changes Approved by Executive Director	Motion to approve
<b>3</b>	<b>PPGA</b> Alcohol Permits Issued by University Presidents	Motion to approve
<b>4</b>	<b>SDE</b> Cassia County School District Hardship Elementary Annual Report	Motion to approve
<b>5</b>	<b>SDE</b> Curricular Materials Selection Committee Appointment	Motion to approve
<b>6</b>	<b>SDE</b> Professional Standards Committee Appointment	Motion to approve

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**THIS PAGE INTENTIONALLY LEFT BLANK**



**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**SUBJECT**

Request to Carry Over FY 2011 Authorized Unspent Funds into FY 2012

**APPLICABLE STATUTES, RULE OR POLICY**

State Board of Education Governing Policies & Procedures, Section V.C.1.b. and V.C.1.d.

**BACKGROUND / DISCUSSION**

The agencies and institutions noted below received legislative carryover spending authority for non-General Funds in FY 2012 under appropriation bills for the College and Universities (SB1181) and Health Programs (SB1204). The institutions and agencies request approval to carry over authorized but unspent non-General Funds from FY 2011, to be expended in FY 2012.

Board Policy V.C.1.d provides that “the institutions ... and agencies under the governance of the Board must not expend, encumber, or otherwise use monies under their direct control without the specific or general approval by the State Board of Education or the Board of Regents of the University of Idaho....”

The ability to carry over funds from one fiscal year to another is very valuable in managing institution or agency budget planning across fiscal years. Expenditures can be strategically planned instead of attempting to spend all funds by the end of a particular fiscal year. The institutions and agencies have identified the funds available to be carried over and the planned expenditure of these funds. Since carry over revenues are one-time, the expenditures must be limited to one-time items.

**IMPACT**

Approval will authorize an increase in spending authority for FY 2012 so the institutions and agencies can expend the funds. These expenditure plans are included in the FY 2012 institutional operating budgets.

**ATTACHMENTS**

Boise State University	Page 3
Idaho State University	Page 4
University of Idaho	Page 5
Lewis-Clark State College	Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed the information provided by the institutions, and recommends approval of carry over spending authority, as authorized by legislative appropriation.

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**BOARD ACTION**

I move to approve the requests by Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, Idaho Dental Education Program, Washington-Idaho Veterinary Education Program, and WWAMI Medical Education Program, to carry over authorized but unspent non-General Funds in the amounts specified in the agenda materials from FY 2011 to FY 2012 and to be used for non-recurring expenditures.

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

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**BOISE STATE UNIVERSITY**

**General Education**

The source of funds carried over are: Student Fees \$21,701,961. Federal Stimulus Funds: \$48,998.

All carryover funds will be used for non-recurring expenses as follows:

Encumbered Funds as of 6/30/2011	\$871,921
These are purchase orders issued and commitments made as of June 30, although the goods or services were not received as of June 30, 2011.	
HERC and Technology Incentive Grants - projects spanning multiple years	200,609
Academic Departments - Instructional support, accreditation costs, and adjunct funding	2,500,000
Academic Reserves	1,850,000
Physical Plant - approved safety, ADA and maintenance projects as of July 2011	1,500,000
Library	94,492
Student Services	1,047,043
Faculty start-up and grant matching funds	1,207,896
Institutional Support - primarily infrastructure support	1,880,000
Information Technology 'Roadmap' Project	4,000,000
Space repurposing costs - remodels, fixtures and equipment	2,650,000
Information technology infrastructure, software, system upgrades and licensing costs	1,700,000
Property acquisitions	200,000
General reserve for emergencies - one-time funds	2,000,000
Federal Stimulus Funds - to be used for CAES.	48,998
TOTAL	<u>\$21,750,959</u>



**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**UNIVERSITY OF IDAHO**

**General Education**

The sources of funds carried over are: General Account \$0; Student Fees and Miscellaneous Receipts: \$16,530,300 and ARRA \$367,600.

All carryover funds will be used for non-recurring expenses as follows:

Encumbered Funds as of 6/30/11	\$446,800
Purchase orders issued and commitments made, but goods not received as of 6/30/11	
HERC, Tech Incentive, EPSCoR Projects	446,100
Academic Departments/Academic Reserves	6,603,600
Strategic Initiatives	566,500
Library	346,500
Research start-up and grant matching funds	489,800
University Research Support	93,000
Center for Advanced Energy Studies	559,400
University outreach and off-campus	3,128,100
Institutional support	961,600
Facilities	603,200
Information Technology	568,300
Enrollment initiatives	307,800
Student Services	322,100
General Reserve	1,455,100
 Total carryover including encumbrances	 \$16,897,900

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**UNIVERSITY OF IDAHO**

**Agricultural Research and Extension Service**

The sources of funds carried over are: General Account \$0; Miscellaneous Receipts to the Appropriation \$0; and Federal Formula Funds \$3,701,900.

All federal carryover funds are the result of the difference between the state fiscal yearend of June 30 and the federal yearend of September 30 and are associated with on-going expenses.

**UI Special Programs and Health Programs**

WWAMI Medical Education:

The sources of funds carried over are: General Account \$0; Miscellaneous Receipts: \$231,000. These funds will be used as follows:

New faculty recruitment and research support	\$53,000
Additional personnel costs including benefits	81,000
Faculty/staff professional development initiative	60,000
Additional travel for curriculum development and planning	6,000
Reserve	31,000
Total carryover	\$231,000

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**LEWIS-CLARK STATE COLLEGE**

**General Education**

The sources of funds carried over are: Student Fees \$4,578,900.

All carryover funds will be used for non-recurring expenses.

Encumbered Funds as of 6/30/2011 \$ 146,255

Purchase orders issued and commitments made,  
goods and services not yet received as of 6/30/2011.

**Other Carryover Funds**

Facility Repairs/Remodeling Projects	970,000
Equipment Replacement	1,300,000
Property Acquisitions	500,000
Access, Security and System Software	62,645
General Institutional Reserve	1,600,000

Total Other Carryover Funds \$ 4,432,645

**Total General Education Carryover \$ 4,578,900**

**THIS PAGE INTENTIONALLY LEFT BLANK**



**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
OCTOBER 20, 2011**

---

**SUBJECT**

Quarterly Report: Programs and Changes Approved by Executive Director

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

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

Consistent with Board policy III.G.4.b.(2), “All modifications approved by the executive director shall be reported quarterly to the Board.” The Board office is providing a report of program changes, additions, and discontinuations from Idaho’s public colleges and universities that were approved between June 2011 and September 2011 by the Executive Director.

**ATTACHMENTS**

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

Page 3

**BOARD ACTION**

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

**THIS PAGE LEFT INTENTIONALLY BLANK**

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**OCTOBER 20, 2011**

---

**Academic Programs**  
**Approved by Executive Director**  
**June 2011 – September 2011**

<b>Boise State University</b>
Creation of six new teaching endorsement minors <ul style="list-style-type: none"><li>• Biological Sciences</li><li>• Chemistry</li><li>• Earth Sciences</li><li>• Mathematics</li><li>• Physics</li><li>• Physical Science</li></ul>

<b>Idaho State University</b>
Name change for Clinical Laboratory Science to Medical Laboratory Science (was approved during a previous reporting cycle)

<b>Lewis-Clark State College</b>
Discontinue Associate of Science in Engineering
Discontinue of the BA/BS in Earth Information Systems
Consolidate the BA/BS Biology degree by eliminating the two biology emphases (Pre-Medical Professions and Environmental Field Biology)
Addition of a Middle School English Language Arts Minor

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

<b>Program Activity</b>	<b>Institution</b>
New Postsecondary Technical Certificate to the Law Enforcement Program	CSI
Name change of the Electronics Department to the Energy Systems Technology and Education Center	ISU

**THIS PAGE LEFT INTENTIONALLY BLANK**

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**SUBJECT**

Alcohol Permits Approved by University Presidents

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

**BACKGROUND/DISCUSSION**

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by and in compliance with Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the August 2011 Board meeting. Since that meeting, Board staff has received thirty (30) permits from Boise State University, fifteen (15) permits from Idaho State University, and thirty-five (35) permits from the University of Idaho.

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

**ATTACHMENTS**

List of Approved Permits by Institution

page 3

**BOARD ACTION**

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

**CONSENT AGENDA  
OCTOBER 20, 2011**

<b>APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY July 2011 – June 2012</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Katie Perry Pre Concert VIP Reception	Taco Bell Arena	7/23/11
Memorial Service for Carl Burke	Stueckle Sky Center (SSC) Double R	7/29/11
Terraces of Boise Celebration Fundraiser	SSC Skyline	8/3/11
Music Above the Blue	SSC Double R	8/4/11
Tri-Annual Family Reunion	SSC Skyline	8/5/11
Cook/Lynch Wedding & Reception	SSC Double R	8/20/11
Bronco Wednesday's Radio Show	SSC	8/31/11, 9/14/11, 9/21/11, 9/28/11, 10/5/11, 10/12/11
Capitol Investment Advisors	SSC Skyline	9/7/11
Idaho AEYC Gala and Fundraiser	SUB – Simplot Ballroom	9/10/11
Boise State Public Radio is Proud to Announce Risky Business: My Big Break	Yanke Building 207	9/15/11
Bronco Primetime	SSC	9/15/11
Zac Brown Band Eat and Greet	OTHER	9/15/11
Opening Night Boise Philharmonic	OTHER	9/17/11
Boise Philharmonic Opening Gala	SSC	9/17/11
Western Capital Bank, Client Event	SSC Double R	9/21/11
Sybase Advantage Technical Summit Dinner	SSC The Loft	9/22/11
Corporate Sponsor Hospitality	OTHER	9/24/11, 10/1/11, 10/22/11, 11/12/11, 11/26/11, 12/3/11,
Merle Haggard / Kris Kristofferson Concert	OTHER	9/26/11
Boise State Alumni Entrepreneur Event	SSC Double R	9/29/11
INA Conference Reception	BSU SUB Jordan Ballroom	9/29/11
Blue Man Group	OTHER	9/30/11, 10/1/11, 10/2/11
Hawley Troxell Attorney Appreciation Event	SSC Skyline	10/7/11

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Bill Cosby Comedy Show	OTHER	10/8/11
The Australian Pink Floyd Show Concert	OTHER	10/9/11
St. Luke's President's Awards Dinner	SSC	10/10/11
Grounded – Trey McIntyre Project Ballet	OTHER	10/15/11
Mad About Madeleine Piano Reception	Morrison Center 2 <sup>nd</sup> floor Nook/Lobby	10/16/11
Bogus Basin Bridge Builders 5 <sup>th</sup> Annual Celebration	SSC Double R	11/17/11
Watson/Bromund Wedding	SSC Double R	6/9/12
Borah Class of '62 Reunion	SSC Double R	6/23/12



**CONSENT AGENDA  
OCTOBER 20, 2011**

<b>APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY July 2011 – April 2012</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Treasure Valley I Love ISU Kickoff	ISU Meridian Health Science Center	8/17/11
I Love ISU Campaign	Idaho Falls – Bennion Student Union	8/18/11
Welcoming Assembly	Rend A, B & C?	8/18/11
"I Love ISU" Kick-off	Idaho Museum of Natural History, Room 220	8/25/11
benGAL Football Clinic	Idaho Orthopaedic	8/29/11
US / China Forum	Bennion Student Union	9/15/11
Idaho State University Foundation Fall Board Dinner	Ballard Building – Break Rooms and Patio	9/29/11
Golden Bengal Champagne Reception	School of Nursing	9/30/11
Concerts	SPAC Rotunda	9/30/11, 11/5/11, 12/9/11, 2/10/12, 3/2/12, 4/27/12
President's Homecoming Brunch	SPAC Rotunda	10/1/11
Judicial Independence	Bennion Promenade	10/5/11
Chamber After Hours Event	554 South 7 <sup>th</sup> Avenue "Alumni House"	10/13/11
PT Alumni Reunion	SPAC	10/21/11
NPIC Delegation to INL	CAES Bldg. 995 University Blvd. Idaho Falls, ID	10/17/11
Metropolitan Opera Auditions Reception	SPAC Rotunda	10/28/11

**CONSENT AGENDA  
OCTOBER 20, 2011**

<b>APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO July 2011 – September 2011</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Retirement Event for Sue Eschen	Michael Boardroom CBE	7/29/11
Idaho Repertory Theatre Opening Nights	Hartung Theater	8/3/11
Brown's Financial Golf Tournament	UI Golf Course	8/4/11
Stem VIP Reception	Ponderosa State Park, McCall, Idaho	8/4/11
EMBA Campus Week Bowling	Zeppoz, 780 Southeast Bishop BLVD, Pullman, WA 99163	8/9/11
Gropps Heating and Electric Golf Tournament	UI Golf Course	8/11/11
Marie Whitesel Exhibit Reception	University of Coeur d'Alene, Harbor Center, 1031 N. Academic Way, Coeur d'Alene	8/11/11
New Faculty Orientation Dinner	Executive Residence	8/14/11
Town and Gown Dinner	Executive Residence	8/17/11
Hawkeye Golf Tournament	UI Golf Course	8/18/11
Akey Golf Tournament	UI Golf Course	8/20/11
Team Ice Golf Tournament	UI Golf Course	8/25/11
Faculty Gathering / Interdisciplinary Research Reception	Clearwater / Whitewater	8/26/11, 9/23/11, 10/14/11, 11/18/11
CBE Open House / Pre-Game Social	J.A. Albertsons / Gallery	9/1/11
Sponsored Project Faculty Reception	East Kibbie Field – Tent	9/1/11
Advancement Retreat Social	SUB Ballroom	9/7/11
Geography Retreat	Commons Aurora Room	9/12/11
Sherman J. Bellwood Lecture Series	Commons	9/13/11

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
University of Idaho Dinner	Quattro Restaurant, Four Seasons Hotel Houston, 1300 Lamar Street, Houston, Texas	9/15/11
Auditorium Chamber Series Reception	Administration Lawn	9/20/11
UI Prichard Art Gallery Friends Annual Meeting	UI Prichard Art Gallery	9/22/11
Dad's Weekend Beer Tasting	Coeur d'Alene Brewing Company Alehouse	9/23/11
UI Prichard Art Gallery 25 <sup>th</sup> Anniversary Celebration	On Main Street, Between 5 <sup>th</sup> and 3 <sup>rd</sup> Streets	9/23/11
Faculty Gathering / Interdisciplinary Reception	Commons	9/23/11
University Parent's Reception	President's Residence	9/23/11
Presidential Retreat Reception	University Inn Best Western, 1516 Pullman Road, Moscow	9/26/11
Soil Steward's "Dinner on the Farm" Harvest Celebration	Parker Research Facility	9/30/11
College of Law Homecoming Reception	College of Law Foyer	10/7/11
Research Faculty Reception	President's Residence	10/12/11
Graue Reception	Commons	10/21/11
College of Science Celebration of Alumni Excellence Dinner	University Inn, Moscow	10/27/11
Foundation and CBE Reception	President's Residence	10/27/11
University Gala	SUB Ballroom	10/28/11
EMBA CFO Panel	Coeur d'Alene Resort, Coeur d'Alene, Idaho	11/12/11
Dean Morris' Retirement Celebration	Clearwater / Whitewater	11/29/11

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**THIS PAGE INTENTIONALLY LEFT BLANK**

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**IDAHO STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

Annual Report - Hardship Elementary School - Cassia County School District #151, Albion Elementary School

**REFERENCE**

October 21-22, 1999	M/S (Howard/Hammond): To approve the request by Cassia County SD #151 for Albion Elementary School to be designated as a hardship elementary school with the addition that the designation exists for one year. The motion was amended to require an annual report. <i>Amended motion carried unanimously.</i>
October 2000 – 2010	Board received Albion Elementary School annual hardship report. No action was taken.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1003(2)(b), Idaho Code

**BACKGROUND/DISCUSSION**

At the October, 1999 meeting, the State Board of Education approved the request by Cassia County School District #151 for Albion Elementary School to be designated as a hardship elementary school, and required an annual report. The 2000 Legislature amended 33-1003(2)(b) by adding, "An elementary school operating as a previously approved hardship elementary school shall continue to be considered as a separate attendance unit, unless the hardship status of the elementary school is rescinded by the state board of education." Therefore, no action is required unless the State Board of Education chooses to rescind the hardship status. Conditions supporting the October, 1999 decision to approve the Albion Elementary School as a Hardship Elementary School have not changed.

**IMPACT**

Cassia County School District #151 would have received \$66,131.93 less in FY 2011 if Albion Elementary School was not considered a separate school.

**ATTACHMENTS**

Attachment 1 – Letter from Gaylen Smyer to Tom Luna (4/4/2011)	Page 3
Attachment 2 – Letter from Jerry Doggett to Marilyn Howard (9/29/1999)	Page 5

**BOARD ACTION**

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**IDAHO STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

Idaho State Curricular Materials Selection Committee - Appointment

**APPLICABLE STATUTE, RULE, OR POLICY**

IDAPA 08.02.03.128 – Rules Governing Thoroughness, Curricular Materials Selection  
Sections 33-118 and 33-118a, Idaho Code

**BACKGROUND/DISCUSSION**

Idaho Administrative Rules, IDAPA 08.02.03.128 describes the membership of the Idaho State Curricular Materials Selection Committee. Membership on the Committee is for a term of five years with the exception of the representatives from the State Department of Education and the Division of Professional-Technical Education. Their terms are for one year.

Currently there are seven (7) openings on the Selection Committee. The one (1) open position being recommended for appointment at this time is the Public Elementary Classroom Teacher representative. This recommendation is for a five-year term, expiring June 30, 2016. The six (6) remaining open positions at this time are (1) Public Secondary Classroom Teachers, (2) Parent Representatives, and (3) Representatives from Higher Education (University of Idaho, Boise State University and Lewis-Clark State College). Positions are filled as applications are received, rather than holding onto an application until all positions can be filled. The majority of applications are received December-January.

The following is a summary of the process for soliciting nominations for each of the position

- Parent positions – call for nominations from PTA, various other parent organizations, teacher recommendations, etc.
- Teacher positions – call for administrator nominations
- Private parochial school parent, teacher or administrator – call for nominations from the Diocese of Boise Catholic Schools
- Administrator positions – call for nominations from the Idaho Association of School Administrators
- School Trustee positions – call for nominations from Idaho School Boards Association
- University positions – call for nominations from Education Dean/Director at each institution.

School nominations usually come in after the start of the school year. This applies to teacher, administrator and school board positions

**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**ATTACHMENTS**

Attachment 1 – List of Current Materials Selection Committee Members    Page 3  
Attachment 2 – Darlene Dyer's Letter of Interest and Resume                Page 4

**STAFF COMMENTS AND RECOMMENDATIONS**

The State Department of Education recommends the reappointment of Darlene Dyer as the Public Elementary Teacher representative. This appointment is for a period of five years; effective immediately through June 30, 2016.

**BOARD ACTION**

I move to approve the request by the State Department of Education to reappoint Darlene Dyer as a Public Elementary Classroom Teacher representative to the Idaho State Curricular Materials Selection Committee, effective immediately through June 30, 2016.

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



**CONSENT AGENDA  
OCTOBER 20, 2011**

---

**IDAHO STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

Appointment to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

Idaho statute sets forth the criteria for membership on the Professional Standards Commission. The Commission consists of eighteen (18) members, one (1) from the State Department of Education, and one (1) from the Division of Professional-Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services.

The Department is submitting Rob Sauer's name for consideration by the State Board of Education to fill the vacancy on the Commission created with the departure from the Department of Nick Smith.

The term of the SDE representative on the Commission is from July 1, 2011 through June 30, 2014.

**ATTACHMENTS**

Attachment 1 – Resume of Rob Sauer

Page 3

**BOARD ACTION**

I move to approve the request by the State Department of Education to appoint Rob Sauer to the Professional Standards Commission as the Department of Education representative for the remainder of a three-year term effective July 1, 2011 through June 30, 2014.

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>LEWIS-CLARK STATE COLLEGE REPORT</b>	Information Item
2	<b>PRESIDENTS' COUNCIL REPORT</b>	Information Item
3	<b>60% GOAL REPORT</b>	Information Item
4	<b>IDAHO DIGITAL LEARNING ACADEMY</b>	Information Item
5	<b>STATE BOARD OF EDUCATION GOVERNING POLICY I.O. DATA MANAGEMENT COUNCIL – 2<sup>ND</sup> READING</b>	Motion to Approve
6	<b>DATA MANAGEMENT COUNCIL UPDATE</b>	Information Item
7	<b>IDAHO DIVISION OF VOCATIONAL REHABILITATION – IDAPA 47.01.01 – TEMPORARY RULE</b>	Motion to Approve
8	<b>2012 BOARD LEGISLATION</b>	Motion to Approve

THIS PAGE INTENTIONALLY LEFT BLANK

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Lewis-Clark State College (LCSC) Annual Progress Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.M.3.

**BACKGROUND**

This agenda item fulfills the Board's requirement for LCSC to provide a progress report on the institution's strategic plan and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

**DISCUSSION**

President Fernandez will provide a 15-minute overview of LCSC's progress in carrying out the College's strategic plan. An outline of points to be covered is provided in Attachment 1.

**IMPACT**

LCSC's strategic plan, based on its assigned role and mission from the State Board and supportive of the State Board's own strategic plan, drives the College's integrated planning; programming, budgeting, and assessment cycle and is the basis for the institution's annual budget requests and performance measure reports to the Division of Financial Management and the Legislative Services Office.

**ATTACHMENTS**

Attachment 1 – Outline of LCSC Progress Report

Page 3

**BOARD ACTION**

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

THIS PAGE INTENTIONALLY LEFT BLANK

## LCSC Progress Report

Tony Fernández  
October 20, 2011

## LCSC's Mission

*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.*

## Type of Institution

*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*
- *Professional-Technical Education*
- *Liberal Arts and Sciences*

## Type of Institution

*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.*

## Type of Institution

*The College will give continuing emphasis to select programs offered on and off campus at non-traditional times, using non-traditional means of delivery and serving a diverse student body.*

## Themes

### *Connecting Learning to Life Through -*

- *Academic Programs*
- *Professional-Technical Programs*
- *Community Programs*



### LCSC Strategic Plan: Background

- *LCSC's Strategic Plan continues to:*
  - *Draw goals from SBOE Strategic Plan*
  - *Integrate planning-budgeting-assessment process*
  - *Focus on role and mission*
  - *Align organizational structure to mission*
  - *Be driven by integrated planning teams*
- *This integrated planning process helps LCSC provide high-quality, accessible, and efficient programs in a period of growing demand.*

### LCSC Strategic Planning Process

- *Phase I: Unit Action Plan preparation*
- *Phase II: Functional Area Review Groups convene and prioritize requests*
- *Phase III: President and VPs review committee reports*
- *Phase IV: Committee chair reports to President and VPs*
- *Phase V: Prioritization of planning requests and testimony to State Legislature*
- *Phase VI: Finalization of plans and budget submission*

### Strategic Plan Initiatives

- *PG-09: Faculty/Staff Compensation*
- *PG-11: Faculty/Staff Workload*
- *PG-15: NWCCU Accreditation*
- *PG-19: Demand-Based Course Scheduling*
- *PG-29: Coeur d'Alene Long Range Planning*
- *PG-48: General Education Core Review*
- *PG-60: Collaborative Programs*
- *PG-63: Strategic Enrollment Management*



#### *Recommendation:*

*"The Visiting Team recommends that Lewis-Clark State College continue to develop measurable learning objectives and appropriate assessment measurements consistently across the curriculum and use the results to improve teaching and learning at the College. At the same time, we recommend that they do so as part of the ongoing review of the General Education Curriculum (Standard 2.B.3)"*



#### *LCSC Response:*

- *Internal Assessment of General Education Outcomes*
- *College Basic Academic Subjects Examinations*
- *Professional Examinations*
- *ETS Major Field Tests*
- *ETS Graduate Record Examinations*
- *ETS Proficiency Profile*

### ETS Proficiency Profile

- *LCSC seniors tested higher than 83% of peers*
- *Specific Rankings:*
  - *Critical Thinking 83%*
  - *Reading 86%*
  - *Writing 58%*
  - *Mathematics 86%*
  - *Humanities 75%*
  - *Social Sciences 75%*
  - *Natural Sciences 83%*



### Specialized Accreditation

- *BSN: Commission on Collegiate Nursing Education (2018)*
- *Teacher Education: National Council for the Accreditation of Teacher Education (2012)*
- *Medical Assistant: Commission on Accreditation of Allied Health Education Programs (2014)*
- *Practical Nursing: Idaho Board of Nursing (2014)*
- *Social Work Education: Council on Social Work Education (2014)*
- *Business Division: International Assembly of Collegiate Business Education (2017)*

### Instructional Programs

- *Over the past year, LCSC delivered quality programs in each of our six assigned emphasis areas*
- *Academic credit hour production 77,537 (+3%)*
- *Duplicated headcount in distance learning 7,431 (+9%)*
- *611 degrees conferred (+1%)*
- *Retention for first-time, full-time students 59% (+5%)*

### Instructional Programs

- *NCLEX-RN first-time pass rate 95% (+15%)*
- *Radiologic Technology pass rate 92% (no change)*
- *Solid performance on teacher Praxis exams: 92% first-time pass rate (+4%)*
- *Social Work Licensure first-time pass rate 93% (+3%) (national pass rate 76%)*
- *PACE program (accelerated teacher certification initiative)*
- *Professional-Technical programs meeting workforce needs, placement rate 90% (-1%)*

### National Survey of Student Engagement

- 81% felt substantial emphasis on academics
- 86% had a favorable image of LCSC
- 85% of seniors would choose LCSC again
- 78% thought LCSC substantially committed to their success

### Outreach LCSC Coeur d'Alene

- Enrollment + 8.9%
- Applied Science
- Business Administration
- Communications
- Interdisciplinary Studies
- Justice Studies
- Nursing (BSN)
- PACE (accelerated teacher certification)
- Social Work (BSW)



### Outreach

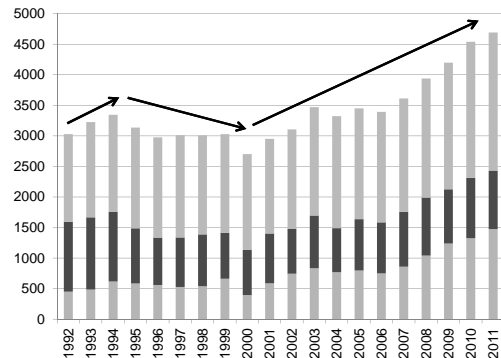
- *Community programs mission provided non-credit courses reaching thousands of citizens in the region*
- *Small Business Development Center (SBDC) served approximately 300 client businesses (+50%) throughout the region, to support economic development*
  - *Provided approximately 2,200 consulting hours (-8%)*
  - *Helped small businesses acquire and execute \$2 Million in loans (-33%)*
- *SBDC provided approximately 2,200 hours of customized training to support economic development throughout Region II (+10%)*



### Outreach

- LCSC ABE/GED programs produce 400-500 graduates each year.
- Excellent collaboration with Department of Correction
  - Robust GED programs with Cottonwood (NICI) and Orofino (ICIO)
  - Special Education programs for inmates
  - Basic literacy and ESL classes
  - Family/Parenting Education for inmates/families
  - Education during incarceration has a dramatic impact on recidivism rates
  - LCSC supports Idaho Correctional Industries
  - *Red Shirt* program reduces recidivism and provides employment skills

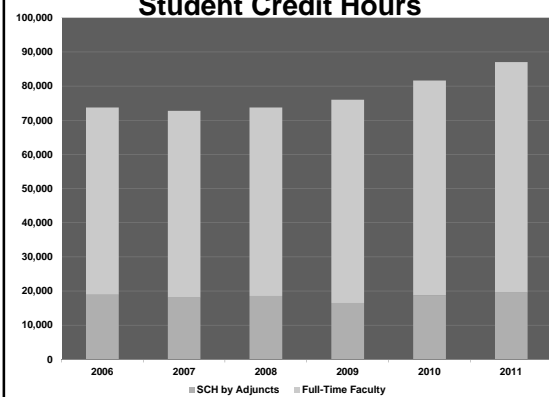
### Enrollment



### Enrollment

- 4,693 total enrollment (+3.3%, 74% increase since 2000)
- FTE 3,311 (+2.7%)
- Freshman enrollment flat
- Pre-College enrollment up 10.5%
- International enrollment up 6.7%

### Student Credit Hours



### Finance

- LCSC runs a lean and practical operation focused on professions that promote economic development. Realistic planning and aggressive management help us cope with the combined impact of:
  - - Increased enrollment
  - - Increased costs
  - - Decreased funding from State
- LCSC has taken the steps necessary to sustain our mission.

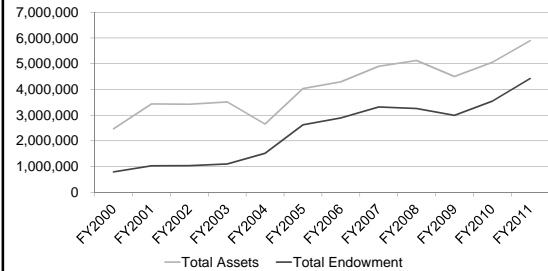
### FY13 Budget Request

- MCO
- Change in Employee Compensation (1%) \$175,000
- Inflation Adjustments \$228,000
- Replacement Capital Outlay \$1,300,000
- Enrollment Workload Adjustment \$348,000
- Line Items
  - EWA (unfunded) \$944,000
  - Occupancy Costs (Sacajawea Hall) \$487,000
  - Strategic Initiatives \$920,000

### Research, Grants, and Contracts

- *Total grants growth from \$3.3M in FY01 to \$13.5 M in FY11*
- *Providing vital support for primary mission areas:*
  - *High School Participation (ETS)*
  - *LCSC participation in the IDEA Network for Biomedical Research Excellence (INBRE) grant*
  - *Nursing and Health Sciences (Hispanic & Native American scholarships)*
  - *Professional-Technical (workforce training)*

### Advancement



### Concluding Remarks

**THIS PAGE INTENTIONALLY LEFT BLANK**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Presidents' Council Report

**BACKGROUND/DISCUSSION**

President Bob Kustra, Boise State University, and current chair of the Presidents' Council will give the report from the most recent Presidents' Council meeting and answer questions.

The Presidents' Council last met on September 13, 2011.

The following items were covered:

- Report to the Board on their 60% Goal. A template was agreed to and the OSBE staff added statewide goals. A separate agenda item to the Board is forthcoming.
- Mike Rush distributed information on Public-Private Partnerships in Idaho
- The Council met with Governor C.L. "Butch" Otter. The Governor presented to the Presidents his "iGem" initiative.

The next meeting is scheduled for October 4, 2011.

**BOARD ACTION**

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

THIS PAGE INTENTIONALLY LEFT BLANK

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**PRESIDENTS' COUNCIL**

**SUBJECT**

Current and future strategies to achieve the Board's goal of 60% of Idahoans aged 25 – 34 earning a degree or certificate by the year 2020

**REFERENCE**

August 2010	The State Board of Education approved that the State of Idaho's College Completion Goal be for 60% of young Idahoans (ages 25-34) to have a college degree or certificate by 2020, and to have the board staff and institutions develop a final recommendation set of College Completion metrics. At this time, the Board identified additional degrees/certificates needed annually by institution to meet the 60% goal.
June 2011	The Board approved a motion charging the Presidents' Council with providing the next steps in implementation of the 60% objective for the October Board Meeting.
August 2011	Board Presentation on 60% College Completion Goal

**BACKGROUND/DISCUSSION**

At the August 2011 Board meeting, the Board asked the Presidents' Council to develop a report to illustrate progress on the Board's "60%" goal. A template was created and each institution was asked to provide information relative to their plans for achieving the goal and any progress to date.

The template was finalized at the September 2011 Presidents' Council meeting and each institution has submitted their information, which is attached.

**ATTACHMENTS**

Attachment 1 - Boise State University	Page 3
Attachment 2 - Idaho State University	Page 5
Attachment 3 - University of Idaho	Page 8
Attachment 4 - Lewis-Clark State College	Page 11
Attachment 5 - Eastern Idaho Technical College	Page 13
Attachment 6 - North Idaho College	Page 15
Attachment 7 - College of Southern Idaho	Page 18
Attachment 8 - College of Western Idaho	Page 25
Attachment 9 - Professional-Technical Education	Page 29
Attachment 10- Degree Distribution (August 2010 Brd Mtg)	Page 31

**STAFF COMMENTS AND RECOMMENDATIONS**

At the August 2010 Board meeting the Board set Idaho's College Completion Goal. As part of that discussion the Presidents of our public institutions were asked to weigh in on the goal being discussed. All institutions felt that the goal was attainable. A few of the concerns expressed by the Presidents at that time

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

were how the goal could be met with continued erosion of funding to support special programs, the cost of reaching the goal, and how degree completions are counted. Additional discussion at that time included reconciliation of the goal to community needs as to the type of degrees and quality of education, whether private institutions are included, and who would take on ownership and responsibilities of the processes.

At the June 2011 Board meeting during the discussion regarding the Institutions Strategic plans it was suggested the institutions inform the Board of what they need in terms of resources and time to accommodate the growth proposed by the 60% Completion Goal and that the Presidents' Council have relevant and ongoing discussions about the needs and how to meet them; and to bring those needs to the attention of the Board.

**BOARD ACTION**

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



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

*Current and future strategies to achieve goal of 60% of Idahoans aged 25 – 34 earning a degree or certificate*

**Boise State University**

**Summary**

As the university located in the population center of the state, Boise State University will focus its efforts mainly on increasing the graduation rates of current and future enrolled students. In addition, we have made a list of 40 universities with growing enrollments that have increased their graduation rate dramatically over the last five years, and will be systematically going through that list and making contact with them to identify best practices.

Our efforts to increase graduation rates will be based on four strategies: 1) employ high impact practices aimed at increasing retention and progress to graduation; 2) enhance academic advising and course planning;

3) increase both course availability and pass rates in courses that have a critical impact on progress toward graduation; and 4) intervene in a targeted and timely manner when students get off track and/or are struggling.

<b>STRATEGY A</b>	
Employ High Impact Practices Aimed at Increasing Retention and Progress to Graduation	
	<b>Objectives:</b>
	1. Implement new Foundational Studies Program (general education core), which has several features to enhance retention and graduation rates, including a first year seminar, linked courses that build learning communities, experiential learning, and a capstone experience.
<i>Progress:</i>	

<b>STRATEGY B</b>	
Enhance Academic Advising & Course Planning	
	<b>Objectives:</b>
	1. Increase the number of professional academic advisors at the college level, in order to increase coordination of services, track and facilitate student progress, and provide support for advising at the department level. College-level advisors also ensure the transference of university-level retention and graduation initiatives to the academic departments.
	2. Add online tools for course planning, which makes it easier for students and their advisors to create and implement course scheduling, degree progress reports, and to monitor waitlists for courses.
	3. Revise academic advising policies to more clearly define accountability for advising, and require all departments to have an assigned coordinator who assumes the responsibilities outlined in the policies.
	4. Require all students to see an advisor before they are allowed to register. They will: <ul style="list-style-type: none"><li>▪ develop a plan to complete the courses in their major;</li><li>▪ make a specific course schedule for at least the next two semesters;</li><li>▪ identify milestones to be achieved in the major.</li></ul>
	5. Support planning and tracking of student progress with electronic advising files, which

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

	will provide a single location for all advising notes, referrals and other student information, and includes an online query function and automatic triggers for interventions.
<i>Progress:</i>	

<b>STRATEGY C</b>	
Increase both course availability and pass rates in courses that have a critical impact on progress toward graduation	
	<b>Objectives:</b>
	1. Monitor the availability of such courses on an ongoing basis, as well as the completion rates.
	2. Increase capacity in such courses by providing additional sections and increasing class sizes.
<i>Progress:</i>	

<b>STRATEGY D</b>	
Intervene in a targeted and timely manner when students are struggling	
	<b>Objectives:</b>
	1. Activate an early warning system in our course management system (Blackboard) so that if a student does not meet certain performance standards or attendance requirements in a given course both the student and our Advising and Academic Enhancement Center will be contacted.
	2. Activate a warning system that alerts both the student and the advisor when a student fails to complete a critical course that may impact their progress toward degree.
<i>Progress:</i>	

**GOAL PROGRESS  
BOISE STATE UNIVERSITY**

YEAR	# OF GRADUATES (BACCALAUREATE)	# OF GRADUATES (BACCALAUREATE)
	GOAL	ACTUAL
2010-2011	2,127	2,406
2011-2012	2,270	
2012-2013	2,413	
2013-2014	2,557	
2014-2015	2,700	
2015-2016	2,843	
2016-2017	2,986	
2017-2018	3,130	
2018-2019	3,273	
2019-2020	3,416	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

*Current and future strategies to achieve goal of 60% of Idahoans ages 25 – 34 earning a postsecondary certificate or degree*

**IDAHO STATE UNIVERSITY**

**Summary**

Idaho State University serves a diverse population of students. We value the differing socioeconomic, cultural, racial and ethnic characteristics of our students. We recognize their differing levels of college readiness, interests, and academic goals, and provide diverse opportunities for students to enter college and be successful in achieving their academic objectives. Given that there is no public community college in eastern Idaho, we serve a large number of students seeking postsecondary certificates and associate degrees.

Our efforts to increase the retention and graduation rates of our diverse student population will focus on the following strategies:

1. Create a “seamless” set of practices related to recruitment and admission, to facilitate enrollment of students.
2. Centralize student support services, including advising, First Year Seminar, Native American Student Services, and tutoring in the Student Success Center.
3. Enhance course scheduling and availability of key courses students require to complete their program of study in a timely manner.
4. Implement our revised general education core, which is outcomes based, and provides increased flexibility for students to complete the core requirements.
5. Encourage students who have completed all requirements for an associate degree in general studies to apply for the degree; including students who plan to continue and complete a bachelor’s degree.

<b>STRATEGY A.</b>
<b>Create a “seamless” set of practices related to recruitment and admission, to facilitate enrollment of students.</b>
<b>Objectives:</b>
1. Increase recruitment activities, including marketing and communications, throughout the state.
2. Offer summer programs to raise expectations of college attendance for historically underserved and underrepresented students.
3. Streamline the admission process and linke Undergraduate Admissions with Recruiting.
4. Implement a follow-up process to communicate with students who fail to complete the application process and/or who do not register for courses once admitted.
5. Contact students who are within 15 credit hours of graduation who are not currently enrolled and offer support and advice to help them complete their degree.
<b>Progress:</b>

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

<b>STRATEGY B</b>	
<b>Centralize all student support services, including advising, First Year Seminar, and tutoring in the Student Success Center.</b>	
	<b>Objectives:</b>
	1. Implement a degree audit program to assist students and advisors in course planning.
	2. Encourage all students to enroll in First Year Seminar.
	3. Develop Bridge Programs for targeted student populations, including Native American students.
	4. Develop an “early warning” system to identify students who need additional tutoring or other student services.
<i>Progress:</i>	

<b>STRATEGY C</b>	
<b>Enhance course scheduling and availability of key courses students require to complete their program of study in a timely manner</b>	
	<b>Objectives:</b>
	1. Standardize course schedules (i.e., M-W-F or Tu-Th) to achieve maximize classroom use.
	2. Institute mechanized wait-listing system for student scheduling, with automatic notifications to students via e-mail and phone when openings become available.
	3. Schedule course offerings to reflect student needs and preferences, rather than instructor preferences.
	4. Review course schedule each semester to ensure that courses needed for students’ timely completion of degree programs are available.
<i>Progress:</i>	

<b>STRATEGY D</b>	
<b>Implement our revised general education core, which is outcomes based, and provides increased flexibility for students to complete the core requirements.</b>	
	<b>Objectives:</b>
	1. Educate all advisors, in central advising and in the academic units, about the new general education core.
	2. Clarify for students the changes in the general education core requirements, to be implemented in Fall 2012.
	3. Create assessment tools for all general education courses in order to evaluate effectiveness of the general education core for student success.
<i>Progress:</i>	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

<b>STRATEGY E</b>	
Encourage students who have completed all requirements for an associate degree in general studies to apply for the degree; including students who plan to continue and complete a bachelor's degree.	
	<b>Objectives:</b>
	1. Inform advisors and students about the availability of the interdisciplinary associate's degree in General Studies, available upon completion of the general education core and additional credits (total credits is a minimum of 60).
	2. Institute associate degree tracking system for all enrolled academic students.
<i>Progress:</i>	

**GOAL PROGRESS  
IDAHO STATE UNIVERSITY**

YEAR	Number of Certificates and Degrees Awarded (all levels)	Number of Certificates and Degrees Awarded (all levels)
	GOAL (+3%/yr)	ACTUAL
<b>2010-2011</b>	<b>2155</b>	<b>2155</b>
<b>2011-2012</b>	<b>2220</b>	
<b>2012-2013</b>	<b>2287</b>	
<b>2013-2014</b>	<b>2356</b>	
<b>2014-2015</b>	<b>2427</b>	
<b>2015-2016</b>	<b>2500</b>	
<b>2016-2017</b>	<b>2575</b>	
<b>2017-2018</b>	<b>2652</b>	
<b>2018-2019</b>	<b>2732</b>	
<b>2019-2020</b>	<b>2814</b>	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

*Current and future strategies to achieve goal of 60% of Idahoans aged 25 – 34 earning a degree or certificate*

***The University of Idaho***

As the state's Land Grant flagship university, the University of Idaho will focus its efforts mainly on increasing attendance and graduation rates of current and future Idaho resident students. In addition, we will continue to participate in the Consortium for Student Retention Data Center (CSRDE) in order to track progress through peer comparisons, especially regarding first-generation and minority students. The CSRDE also provides access to wealth of information on best practices for enhancing retention and graduation rates.

Our efforts to increase graduation rates will be based on continuing to refine and track our successful implementations of research based best practices aimed at increasing retention graduation rates. Specifically, we will 1) track the success of our first-year residential living requirement for new freshmen; 2) enhance academic advising and use of automated tools for tracking progress toward the degree; 3) increase pass rates in courses that have proven to be both difficult and critical for eventual graduation; 4) intervene in a targeted and timely manner when students get off track and/or are struggling; and 5) critically examine the effects of our financial aid policies and practices in order to insure access and encourage persistence.

<b>Strategy A</b>	
Track the success of our first-year residential living requirement for new freshmen.	
<b>Objectives:</b>	
	1. We have run studies of retention by housing units to establish a baseline for our new program requiring new freshmen to reside on-campus either in University-owned housing or Greek housing. We will run statistics and work with University Housing Coordinators and Resident Assistants to gauge success of this requirement and look at programs within University Housing that lead to academic success.
<i>Progress:</i> Changes in retention by housing unit and correlation with programs targeting retention in university owned housing.	



<b>Strategy B</b>	
We will enhance academic advising and use of automated tools for tracking progress toward the degree.	
<b>Objectives:</b>	
	1. The Registrar has implemented, with great effort, a Degree Audit system that allows students and advisors to track course requirements for scheduling purposes and track degree progress. It updates at the end of semester and with changes in major.
	2. Establish a tracking and evaluation system to enable analysis of how often the students and their advisors successfully develop a specific course plan in their major and identify and track milestones.
<i>Progress:</i> Our Graduating Senior survey will show if satisfaction with advising has improved. Analyses of total credits and time-to-degree will reveal whether course taking patterns have been streamlined.	



<b>Strategy C</b>	
Increase pass rates in courses that have proven to be both difficult and critical for eventual graduation	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

<b>Objectives:</b>
1. Advising resources can be targeted to increase pass rates in these courses. We generate and provide reports on course-by-course success rates to Student Support Services for them to target advising and tutoring resources.
<i>Progress:</i> Higher proportions of students passing these targeted courses.

<b>Strategy D</b>
Intervene in a targeted and timely manner when students get off track and/or are struggling
<b>Objectives:</b>
1. Early warning system to notify students and advisors when students show poor performance – early warning is 3 weeks before midterms. The system has worked well when faculty are encouraged to participate and interventions are provided for students identified as needing help. In fact, this is one of the best and most likely to succeed interventions that can be done within resource limitations. Studies have shown that graduation rates are even more related to first-semester success than first-year retention rates.
2. First Semester Freshmen on probation are urged to participate in our SOAR program. The program helps students take action to improve and build a strong foundation for future success. Coaching, time management, academic success plan, support services are all discussed.
<i>Progress:</i> First semester grades and retention return rates into the spring and the next fall semesters of students, including breakout of those identified by the early warning system.

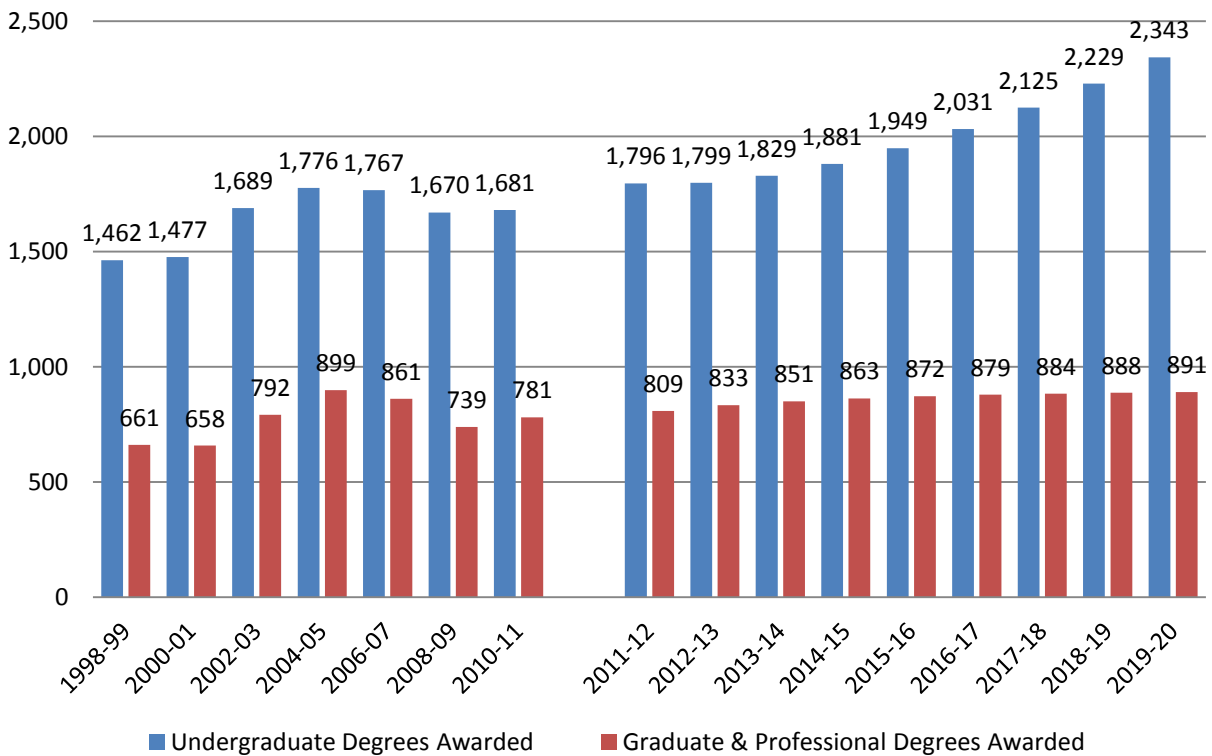
<b>Strategy E</b>
Critically examine the effects of our financial aid policies and practices in order to insure access and encourage persistence.
<b>Objectives:</b>
1. We have shifted much of our institutional financial aid from first-year only to four-year awards in order to enhance retention and graduation rates.
2. Student with aid based on merit whose GPA slips below the level required should have the ability to be reinstated once they recover the required GPA.
<i>Progress:</i> Comparison of retention and graduation rates for students who have large first-year only aid with four-year aid packages.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

**GOAL PROGRESS  
UNIVERSITY OF IDAHO**

YEAR	# OF GRADUATES (BACCALAUREATE)	# OF GRADUATES (BACCALAUREATE)
	GOAL	ACTUAL
2010-2011	Baseline	1,681
2011-2012	1,796	
2012-2013	1,799	
2013-2014	1,829	
2014-2015	1,881	
2015-2016	1,949	
2016-2017	2,031	
2017-2018	2,125	
2018-2019	2,229	
2019-2020	2,343	

**University of Idaho Degrees Awarded Projections  
Associated with 5.5% Annual Increase in All New  
Students**



*Current and future strategies to contribute to the goal of 60% of Idahoans aged 25 – 34 earning a degree or certificate*

**Lewis-Clark State College**



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**Summary**

Lewis-Clark State College is a public state college located in Lewiston offering both academic and professional-technical programs. The college's student population includes a significant number of low-income, first-generation college students many of whom commence their studies in their late 20s or 30s.

We are in the process of fleshing out several strategies which are based on best and proven practices in the areas of student retention and recruitment.

**STRATEGY A**

Expand academic advising services for all students.

**Objectives:**

1. Begin implementation of E-Advising, a database enhancement, to facilitate academic/course planning for students, improve communication between course instructors and advisors, and enable academic departments to develop more accurate projections of future course demand.
2. Consider establishment of a peer advising program to assist new students in building course schedules. This could enable faculty advisors to devote more time to degree planning and developmental advising.
3. Provide greater access for and more expeditious responses to advisees, perhaps through more use of "program advisors" in some divisions.

*Progress:*

**STRATEGY B**

Establish a First-Year Experience Program for at-risk students

**Objectives:**

1. Develop prescriptive course schedules for at-risk first-year students, defined as students who require developmental education.
2. Increase the college's career counseling capacity and require at-risk students to engage in formal career planning prior to declaring an academic major and prior to enrolling in non-core or non-developmental classes.
3. Require new student orientation for all first-time degree seeking students as a condition of enrollment to the college.
4. Create learning communities, consisting of lecture format classes, for at-risk students based on academic, career, and/or extra-curricular interests.
5. Promote pre-college skills development via referral to the college's Adult Basic Education program.

*Progress:*

**STRATEGY C**

Identify academic "safety nets" for students within the current curriculum.

**Objectives:**

1. Incorporate career focused options within academic associate degree curricula.
2. Establish dual advising programs and parallel academic tracks for students in selective programs (e.g., nursing) who do not get admitted to the programs.

*Progress:*

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

<b>STRATEGY D</b>	
Expand access for academically qualified students.	
	<b>Objectives:</b>
1.	Increase traditional recruitment activity targeted toward students achieving a 20 composite ACT score or above (and equivalent scores for SAT takers).
2.	Increase evening and weekend course offerings.
3.	Expand on-line degree offerings to accommodate place-bound and time-bound students.
<i>Progress:</i>	

**GOAL PROGRESS\***

\*600 is a nominal figure to approximate expansion between 2011 and 2020. The 14% growth rate per annum calculated as necessary to meet the 60% goal would result in LCSC awarding nearly 2000 degrees by 2020. With all other factors (retention, etc.) held constant, this would require a total enrollment of 15,000 at LCSC by 2020. We do not believe this is a realistic goal. The figures given below represent 3% growth per annum, which is a more reasonable estimated growth rate based upon anticipated increased enrollment, retention, and completion rates and the capacity of LCSC at current resource levels.

**GOAL PROGRESS  
LEWIS-CLARK STATE COLLEGE**

YEAR	# OF GRADUATES (Degrees/Certificates)	# OF GRADUATES (Degrees/Certificates)
	GOAL	ACTUAL
2010-2011	N/A	600*
2011-2012	618	
2012-2013	637	
2013-2014	656	
2014-2015	675	
2015-2016	696	
2016-2017	716	
2017-2018	738	
2018-2019	760	
2019-2020	783	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

*Current and future strategies to achieve goal of 60% of Idahoans aged 25 – 34 earning a degree or certificate*

***Eastern Idaho Technical College***

**Summary**

Eastern Idaho Technical College (EITC) is one of six public postsecondary colleges within the State of Idaho. EITC provides occupational specific education programs in response to the labor market needs of College District VI as well as other courses and programs related to adult learners. Our efforts to assist in the goal of having 60% of Idahoans aged 25-34 earning a degree or certificate by 2020 will focus on the following strategies which focus on student success and collaboration.

<b>STRATEGY A</b>	
Employ pre-enrollment practices that promote college preparedness.	
	<b>Objectives:</b>
	1. Provide comprehensive pre-enrollment career counseling for all potential students.
	2. Continue with the development of new student orientation for students enrolling in programs of study.
	3. Provide assistance with financial aid application process to any student who may request it.
	4. Continue development of bridge program with the regional adult learning center.
<i>Progress:</i>	

<b>STRATEGY B</b>	
Enhance student advising	
	<b>Objectives:</b>
	1. Develop an agreed upon campus wide protocol for advising responsibilities.
	2. Assess the needs of faculty advisors and develop appropriate training.
<i>Progress:</i>	

<b>STRATEGY C</b>	
Increase completion rates of program participants	
	<b>Objectives:</b>
	1. Develop a referral system that identifies at risk students prior to enrollment and refer for services.
	2. Fine tune the early alert system for identifying students experiencing difficulties.
	3. Continue with mid-term referral of students who are underperforming.
	4. Assess the needs of current students relating to course scheduling and support services.
	5. Reduce the number of general education requirements to 15 credits.
<i>Progress:</i>	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

<b>STRATEGY D</b>	
Collaborate with other education institutions.	
<b>Objectives:</b>	
1.	Continue to work with other post-secondary institutions to develop cooperative agreements which promote access and success of students.
2.	Continue to align curriculum and develop articulation agreements with secondary schools.
<i>Progress:</i>	

**GOAL PROGRESS  
EASTERN IDAHO TECHNICAL COLLEGE**

YEAR	# OF DEGREES AND CERTIFICATES AWARDED	# OF DEGREES AND CERTIFICATES AWARDED
	GOAL	ACTUAL
2010-2011		235
2011-2012	240	
2012-2013	244	
2013-2014	248	
2014-2015	252	
2015-2016	256	
2016-2017	260	
2017-2018	264	
2018-2019	268	
2019-2020	272	

**Other Considerations:**

- The number of annual graduates is a function of program capacities versus the success of students. In order to have a significant increase in graduates the labor market needs must drive new program development, which in turn would increase enrollment and lead to an increased number of degrees/certificates awarded.
- The Presidents of EITC and CSI have begun discussion regarding the prospect of CSI offering AA and AS degrees in Idaho Falls, utilizing EITC campus resources. Should this initiative be approved and implemented there could be a greater number of students successfully completing degrees.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

*Current and future strategies to contribute to the goal of 60% of Idahoans aged 25 – 34 earning a degree or certificate*

**North Idaho College**

**Summary:**

North Idaho College is an open enrollment institution that has experienced tremendous growth over the last four years. In order to reach the goal of increasing the number of students graduating from NIC, the college will continue the efforts of increasing enrollment and serve more students. In addition, the college will engage in four strategies designed to increase the number of students who attend or have attended NIC to complete their programs of study.

<b>STRATEGY A: Enhanced Advising</b>	
Improve existing advising practices while adding additional and more intense advising models	
<b>Objectives:</b>	
1. Establish closer connections with current and incoming students	
2. Provide more information to all students on the benefits of college completion	
3. Continue to advise students through the graduation ceremony	
<i>Progress: New programs have been initiated and more college employees are now engaged in the advising practices of the college.</i>	
<b>Initiatives Supporting Strategy A:</b>	
1. Phi Theta Kappa Honor Society Commitment to Complete Challenge	
a. PTK students are working with the student population and providing information on the importance of college graduation	
b. Students are being asked to sign a pledge of completion of their college program	
2. SMART Advising Program	
a. A program of intensive advising for at risk students (students testing into multiple remedial education classes) involving monitoring and additional advising sessions	
3. OARS (Orientation, Advising, Registration) program improvements	
a. The advising session for incoming students is continually being improved to provide better service and additional information	

<b>STRATEGY B: Target Near Completers</b>	
Identify and communicate with former students that left NIC prior to graduation	
<b>Objectives:</b>	
1. Identify former NIC students that are within 12 credits of completing a program of study	
2. Connect with the former students and advise them of their proximity to graduation	
3. Provide advising and other services to facilitate return to NIC	
4. Once re-enrolled, continue to advise and counsel through graduation	
<i>Progress: Data systems were built to ease the process of identifying the target students. Telephone calls were made and the former students were notified of their status regarding completion of degree requirements.</i>	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

<b>Initiatives Supporting Strategy B:</b>	
1. Project Greenlight	a. The goal of this program was to identify and track students nearing graduation. The students were contacted and notified of their close proximity to the college degree.
2. Reverse Transfer	a. Former NIC students that transferred to other institutions prior to graduating from NIC are being contacted and encouraged to transfer their university level credits back to NIC
3. Transfer Center Initiatives	a. Improvement of the transfer website b. Update current program documents and advising worksheets to more clearly define graduation and transfer requirements

<b>STRATEGY C: Curriculum and Program Development</b>	
Add academic programs and curriculum options to increase the number of degree and certificate options within the college inventory of programs	
<b>Objectives:</b>	
1.	Write the curriculum for new programs (especially in professional, technical areas)
2.	Create additional academic program degree and certificate options
3.	Gain state board approval of the new curriculum
4.	Partner with other Idaho institutions wherever possible
5.	Modify existing program curriculum and degree requirements to allow faster completion of programs
<i>Progress: Academic Deans have begun the communication processes with local industry and Idaho universities to start curriculum development and transfer articulation. Grant applications have been written and submitted, and program accreditation requirements are in the initial stages of completion.</i>	
<b>Initiatives Supporting Strategy C:</b>	
1.	New Program Development – Physical Therapist Assistant
2.	New Program Development – Wastewater Treatment Technician
3.	New Program Development – Aerospace, Airframe and Composites
4.	Curriculum Change – reduce number of credits required within degree and certificate requirements wherever possible

<b>STRATEGY D: Better recruitment of high school students</b>	
Expand dual credit opportunities of students within Region One	
<b>Objectives:</b>	
1.	Increase (double in FY12) the number of dual credit classes being conducted in Region One high schools
2.	Identify and hire high school instructors with the appropriate qualifications to teach the NIC dual credit courses in the high school setting
3.	Make NIC the first choice among dual credit providers within Region One

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

*Progress: Dual credit enrollment has grown significantly over the last four years, but much of the growth has been on campus. More classes are being offered in the high schools, but there is a strong need to expand NIC's services within the high school settings.*

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

**60% Goal**

*Current and future strategies to achieve goal of 60% of Idahoans aged 25 – 34 earning a degree or certificate*

**College of Southern Idaho**

**Summary**

As a comprehensive community college, the College of Southern Idaho (CSI) offers basic skills, transfer, and professional-technical educational opportunities. CSI serves a diverse student population that includes dual credit students, traditional college students who recently graduated from high school and are attending CSI full-time, as well as a great number of non-traditional students who may be older, have part-time or full-time jobs, as well as family responsibilities. While access to higher education has always been an important element of CSI's mission, CSI has been focusing more and more on student success and completion, in addition to maintaining access. Access will continue to be important as only students who begin to attend college will have an opportunity to complete a degree or certificate. However, access alone is not enough. We strive to continue to increase graduation and transfer rates. Furthermore, we strive to graduate students who have the right skills, knowledge, and abilities to compete successfully in a global society and marketplace. Commitment to these initiatives starts with our Board of Trustees, and is shared by administration, faculty, and staff.

Strategies used to improve graduation and transfer rates at CSI are guided by answers to the following questions: Are we meeting the needs of our students and providing true value? Are we offering the right degrees and certificates? Do our degrees and certificates require the right classes? Do those classes provide the right knowledge, skills, and experiences our students need in order to succeed? Do we offer the courses when and where students can take them, in the format that supports access as well as student learning and success? Do we provide appropriate student support services to help our students graduate in a timely fashion?

CSI utilizes five strategies to increase the number of students who graduate with a degree or certificate or transfer to a four-year university: 1) provide convenient, affordable, and equitable access to our programs, services, and resources; 2) meet the diverse and changing needs and expectations of our students; 3) demonstrate continued commitment to, and shared responsibility for, student learning and success; 4) maintain a culture of planning, assessment, data-driven decision making, and continuous improvement; 5) build and maintain effective partnerships.

**STRATEGY A**

Provide convenient, affordable, and equitable access to our programs, services, and resources

**Objectives:**

1. Continue to aggressively recruit new students - recruitment will continue to be very important for CSI; if students do not begin their college education, they cannot be retained and will not graduate
2. Expand early awareness and pre-college programs and services
3. Eliminate or minimize barriers to access
  - a. Continue to strengthen partnerships with high schools to ensure college readiness
4. Maintain the affordability of our programs and services
  - a. Clearly communicate financial aid eligibility criteria
  - b. Continue to increase the availability of need-based scholarships

*Progress:*



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

<b>STRATEGY B</b>	
Meet the diverse and changing needs and expectations of our students	
	<b>Objectives:</b>
	1. Continue to improve the quality, relevancy, efficiency, and effectiveness of our courses, programs, and services
	2. Ensure that the curricula provide the skills, knowledge, and experiences most needed by students and employers
	3. Maintain an entrepreneurial approach to program development and management
	4. Continue to critically analyze our program mix, class scheduling, and resource allocation <ul style="list-style-type: none"> <li>a. Offer appropriate number of classes and services when and where students need it, in the format they are needed (online, evening, weekends, compressed accelerated courses) in order to assist students who have full-time or part-time jobs to continue to attend college. - In a recent study conducted by The Public Agenda (non-profit agency sponsored by the Bill and Melinda Gates Foundation), 71% of a random sample of college dropouts said work was the reason they left college. Many were not struggling academically; they simply did not have the time because they had families, responsibilities, and other issues.</li> <li>b. Develop and expand bridge programs</li> <li>c. Provide Placement Test Prep training sessions – information about what the Placement Test is, how to prepare for it, as well as short refresher sessions for students who have been out of high school for a few years and need a quick refresher in order to place into college-level courses.</li> <li>d. Provide ongoing learning subject workshops which focus on placement test scores to help eliminate the add/drop runarounds during the first week when instructors perform first-day assessments. Students would be able to select the right courses way before the semester begins, without having to change courses after the course has begun. If a student needs to take developmental courses, that realization should happen before the first day of courses.</li> <li>• Develop courses that link developmental courses to college-level courses and compressed accelerated developmental courses to allow students to earn college credit immediately or much more quickly. Research has shown that those who participate in these types of tracks are more likely to persist because they are working out of remedial work quickly and entering college-level courses just like their college-ready peers. The need for belonging has an important affective/emotional impact.</li> <li>• Increase the availability and pass rate of “gate keeper” (initial college-level math and English) courses</li> <li>e. Continue to critically review the curriculum, total number of credits required for degrees and certificates, and the relevancy of college-level electives keeping in mind the best interest of student goal completion. Review our rationale for having our institutional associate degrees at the 64 minimum credits, when SBOE allows for college/universities to set them at 60 total credits.</li> </ul>

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

	f. Implement waitlisting in order to gain better insight into the real demand for various courses, to help ensure that students can enroll in courses they want/need and that they do not become discouraged when the appropriate courses reach their authorized capacities and become unavailable for enrollment.
<i>Progress:</i>	

<b>STRATEGY C</b>	
Demonstrate a continued commitment to, and shared responsibility for, <u>student learning and success</u>	
	<b>Objectives:</b>
	1. Identify and reduce barriers to student learning and success
	<ul style="list-style-type: none"> <li>a. Assist students with establishing specific educational goals by offering career exploration services and resources for students who are undecided about career direction or uncertain about the major they want to choose - students are more likely to complete their education if they have a specific educational goal.</li> <li>b. Provide assistance to at-risk students whose academic performance is being affected by alcohol or other drug use, depression, anxiety, grief, mental health, violence, or other factors.</li> <li>c. Through the Center for New Directions (CND) provide individual mentoring and counseling to help students navigate through the challenges of attending college with outside family responsibilities and/or adjustments due to their minority or gender status in their field of study.</li> <li>d. Reach out to students who stopped attending college to find out the reasons for leaving and offer resources to encourage them to return.</li> </ul>
	2. Maintain high standards for student learning, performance, and achievement
	<ul style="list-style-type: none"> <li>a. Increase the number of graduates and/or transfer students without compromising on the quality and rigor of instruction (no watered down curriculum, easier courses/assignments, grade inflation, etc.)</li> <li>b. Graduate students who have the right skills, knowledge, and abilities to compete successfully in a global society and marketplace</li> </ul>
	3. Provide appropriate academic, financial, social, and personal support
	<ul style="list-style-type: none"> <li>a. Provide clear and consistent information about program and graduation requirements and important timelines/due dates</li> <li>b. Further improve and expand academic advising services and resources; increase the number of professional academic advisors in order to assist student progress and graduation/transfer; further expand meaningful and impactful involvement in advising by faculty; revise academic advising policies to more clearly define responsibility and accountability for advising</li> <li>c. Ensure that all degree-seeking students have an established and agreed-upon academic plan</li> <li>d. Provide advising opportunities for undeclared/non-degree seeking students (e.g. dual credit students, students who have not met academic standards and could not register as degree-seeking students, etc.). Currently this population does not have a "go-to" person(s).</li> <li>e. Develop accessible and effective systems, tools, and processes for students and</li> </ul>

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

their advisors to track students' progress – degree audit, course needs report, “what if” scenario degree evaluation, academic plans, monitoring waitlists, etc.

- f. Explore cluster credit enrollment tracks - as more program course offerings become sequential semester-based, explore the possibility of developing a system/process that would give students an opportunity to register for semester enrollment plans based on clusters. For example, each program should have a first-semester enrollment cluster of classes that a first-time full-time student should be provided upon logging in to the registration portal. This should help minimize the out-of-sequence registration mistakes made and allow students to enroll in "must have" courses that are only offered in specific semesters without having to wait a full academic year if they happen to miss out on the course. Later develop these recommended credit clusters for second, third, and fourth semester students.
- g. Continue to expand and customize new student orientation (online and face-to-face); more active and meaningful involvement from programs/faculty in orientation to help students with questions related to their specific major (what to expect in their classes/labs/clinical, tools, equipment, job outlook, transfer related questions, etc.) and to get to know students early and forge a stronger relationship with them; ongoing communication with and follow-up on students who completed new student orientation
- h. Rethink at-risk student support to be more tailored to the individual needs/circumstances of each student (with the proper staffing levels) and to allow the student to be active participants and to take responsibility for their own learning and success.
- i. Continue to publish and distribute the First Year Advisor
- j. Expand Satisfactory Academic Progress (SAP) standards to all degree-seeking students, not just students seeking initial or continued eligibility for Federal Financial Aid
- k. Expand tutoring and mentoring services for students (face-to-face, online)
- l. Continue to improve and expand early intervention systems
  - The PASS Early Alert program – provides CSI students with an early alert system for academic progress problems. This program stresses student success at CSI through a joint partnership with the three major partners in advising: the student, the advisor, and the instructor.
  - The SMART program - provides comprehensive referral support throughout the semester. Unlike its PASS sister companion, which provides an “early alert” system for students who are experiencing classroom problems that may affect their overall class success, the SMART program aims at contacting students who may need a “wake-up” alert in making decisions before it’s too late in the semester.
  - Blackboard’s Early Warning System and Performance Dashboard. Using the College’s Learning Management System (LMS) to track student participation, progress, and success, and to implement an early warning system that automatically sends customized messages to students with low grades, late assignments, or waning participation. The purpose of the system is to identify students with performance deficiencies and to help struggling students get back on track. The Early Warning System helps faculty members recognize when a

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

	<p>performance problem is emerging or becoming more serious.</p> <p>m. Continue to improve and expand information and support provided to students about financial aid and scholarship eligibility, due dates, policies, procedures, and systems</p> <p>n. Strengthen financial literacy programs and services</p> <p>o. Continue to improve services to transfer students and veterans</p> <p>p. Encourage, remind, and aggressively market the importance of applying for graduation, becoming core certified or earning an associate degree prior to transferring to a four-year institution</p>
	4. Foster active and collaborative learning; build learning communities
	5. Offer interdisciplinary, experiential, and service learning opportunities
	<p>6. Develop and strengthen learning communities</p> <ul style="list-style-type: none"> <li>• Learning Community- a long used model (origins in the Experimental College est. at the University of Wisconsin in 1927 by Alexander Meiklejohn) in 4 year universities to help small groups of underprepared students get to know each other better, see connections between subjects, strengthen cognitive skills, and improve relationships with faculty. Students are enrolled together in 2 or more courses, often linked thematically and assignments are shared.</li> <li>• Emphasize student cohorts - student cohorts promote connections to faculty and lead to stronger relationships among students, creating both personal and academic support networks.</li> </ul>
	<p>7. Develop a peer-to-peer student coaching program</p> <ul style="list-style-type: none"> <li>• Coaches contact students regularly to develop a clear vision of their goals, help them connect their daily activities to those goals, and support them in areas such as information about programs and services, time management, and study skills.</li> </ul>
	8. Encourage meaningful engagement - A more involved student is a more successful student. Students who participate in the classroom and are also involved in college activities are proven to be more likely to stay in school.
	9. Recruit and retain faculty and staff who are committed to student learning and success
	10. Support employees by providing the necessary resources, tools, training, and information needed to do their jobs effectively
	11. Recognize and reward competence, performance, and contributions to student learning and success
	12. Utilize appropriate information technologies that support and enhance teaching and learning, improve accessibility and quality of services, and increase the effectiveness and efficiency of operations
<i>Progress:</i>	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

<b>STRATEGY D</b>	
Maintain a culture of planning, assessment, data-driven decision making, and continuous improvement	
	<b>Objectives:</b>
	<ol style="list-style-type: none"> <li>Continually assess and improve the quality, relevancy, efficiency, and effectiveness of our systems, programs, services, processes, and practices - “Best Practices should be Best Processes”- David Jenkins <ul style="list-style-type: none"> <li>Implement LEAN Higher Education (LHE) principles and practices in order to improve the efficiency and effectiveness of various processes, eliminate waste (activities that overburden employees and add little or no value to beneficiaries), help with the judicious use of limited resources, improve accountability, and ultimately provide services that meet the needs of students. <i>“LEAN [Higher Education] provides a way to do more and more with less and less – less human effort, less equipment, less time, and less space – while coming closer and closer to providing customers with exactly what they want.”</i> (Womack &amp; Jones, 2003, p. 15)</li> </ul> </li> </ol>
	<ol style="list-style-type: none"> <li>Employ meaningful and effective measures, methodologies, and technologies to accurately and systematically measure and continually improve institutional performance, effectiveness, and accountability <ul style="list-style-type: none"> <li>Emphasize data-driven decision making. In light of diminishing resources, it has become imperative that we measure the success, effectiveness, and efficiency of our various initiatives, that we know what works and what does not work, and that we put resources towards those initiatives that are producing the right results and do not waste scarce resources. Data-driven decision making requires access to quality information when and where needed, in the format needed, accessible to those who needed.</li> </ul> </li> </ol>
<i>Progress:</i>	

<b>STRATEGY E</b>	
Build and maintain effective partnerships	
	<b>Objectives:</b>
	<ol style="list-style-type: none"> <li>Continue to partner with the College of Western Idaho (CWI) in order to assist CWI in meeting standards for accreditation and to help CWI offer college credit instruction, certificates and degrees, and federal financial aid while seeking accredited status. For the duration of this partnership credits, certificates and degrees earned at CWI appear on CSI transcripts and are transferable to four-year institutions, subject to the policies of those institutions.</li> </ol>
	<ol style="list-style-type: none"> <li>Develop and maintain appropriate articulation agreements.</li> </ol>
<i>Progress:</i>	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

**GOAL PROGRESS  
COLLEGE OF SOUTHERN IDAHO**

The goal includes degrees and certificates so the measurement should also include certificates, associate degrees, in addition to bachelor's, master's, doctoral, and professional degrees

YEAR	# OF GRADUATES (BACCALAUREATE)	# OF GRADUATES (BACCALAUREATE)
	GOAL	ACTUAL
2010-2011		
2011-2012		
2012-2013		
2013-2014		
2014-2015		
2015-2016		
2016-2017		
2017-2018		
2018-2019		
2019-2020		

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

*Current and future strategies to achieve goal of 60% of Idahoans aged 25 – 34 earning a degree or certificate*

**College of Western Idaho**

As a comprehensive community college located in the Treasure Valley, CWI has a unique opportunity to partner with high schools and state colleges and universities to provide a number of two year degrees and a variety of professional technical certificates. The community college mission in Idaho includes offering classes in basic skills, general education transfer, and professional-technical education. CWI has experienced growing enrollments and an opportunity after 2+ years of operations to begin to provide increasing numbers of graduates. CWI plans to increase enrollments through the addition of several new systems for tracking and managing student progress, improve methods to prepare and retain students for success and identify best practices in teaching and learning.

The College of Western Idaho has three Board Priorities that align directly to the stated 60% graduation goal for the State of Idaho. Board Priority 1: Structure Student Success - The College of Western Idaho will implement a variety of programs to foster students' success in reaching their educational goals. Board Priority 2: Develop systems to support faculty and staff. The College will prioritize support for faculty and staff as a way to optimize effective practice in pedagogy and service to students which will maximize student success and retention. Board Priority 3: Connect the College to the Community - The College of Western Idaho will implement a variety of programs to bring the College into the community in meaningful ways.

**Summary**

<b>STRATEGY A - Preparation</b>	
Ensuring students are ready to start and succeed with their first experience at CWI	
<b>Objectives:</b>	
1. Develop an effective, mandatory course placement system including accurate assessment and course prerequisites supported by centralized and faculty focused advising such as our PACE Program. (CWI Board Priority)	
2. Initiate a core function for supporting first semester and "at risk" students.	
3. Develop a structured "First Semester" Program to support first generation students and students who would not find college as a comfortable concept. (CWI Board Priority)	
4. Continue current processes in aggressively recruiting new students. Emphasis on relationships with high schools, dual credit offerings and Tech Prep relationships with high schools.	
5. Attempt to maintain the affordability of our programs	
6. Continue to increase the availability of need-based scholarships	
<i>Progress:</i>	

<b>STRATEGY B – Advising and Delivery</b>	
Enhance Academic Advising & Course Planning	
<b>Objectives:</b>	
1. Continue to improve the quality, relevancy, and effectiveness of our degrees, certificates, courses, programs, and services. Utilize methods such as outside advisory committees, relationships with high schools and universities, and student feedback to improve content and delivery of our programs and services.	
2. Implement best practices in basic skills instruction and student services that are	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

	effective in moving students from basic skills into college-level courses. (CWI Board Priority)
	3. Implement strategies that have proven to be effective in connection to students with various learning styles., increasing student persistence and retention. (CWI Board Priority)
	4. Implement a waitlist process to improve use of existing facilities and course offerings by measuring real time demand for various course sections
	5. Work closely with the K-12 shift to Accuplacer to better place students in appropriate level courses
	6. Continue to improve and implement “bridge” programs to link students previous academic experiences with their current educational goals. (example – RN nursing)
	7. Continue to provide short duration topics to students for the purpose of improving their academic, test taking and critical thinking skills.
	8. Maintain an entrepreneurial approach to program development and management. Review our program mix, resource allocation and class scheduling to better serve both our traditional and non-traditional students.
<i>Progress:</i>	

<b>STRATEGY C – Student Retention</b>	
Demonstrate a continued commitment to retaining students	
<b>Objectives:</b>	
	1. Identify and reduce barriers to student learning and success
	2. Assist students with establishing specific educational goals by offering career exploration services and resources for students who are undecided about career direction or uncertain about the major they want to choose - students are more likely to complete their education if they have a specific educational goal.
	3. Continue to utilize the Center for New Directions (CND) provide individual mentoring and counseling to help students with the challenges of attending college
	4. Utilize a system of “retention alert” to permit faculty and advisors to identify students who are struggling with courses or issues that could affect their success at college
	5. Continue to utilize systems, tools, and processes for students and their advisors to track students’ progress – “degree audit”, “what if” scenario degree evaluation, academic plans, and monitoring waitlists
	6. Further improve and expand academic advising services and resources; increase the number of professional academic advisors in order to assist student progress and graduation/transfer; further expand meaningful and impactful involvement in advising by faculty; revise academic advising policies to more clearly define responsibility and accountability for advising
	7. Continue to improve communications with students in areas of academic planning, student life opportunities, assistance with identified disabilities, veteran’s services and academic standards. Implement a “student portal.”
	8. Encourage and aggressively market the importance of applying for graduation, becoming core certified or earning an associate degree prior to transferring to a four-year institution. Work with Idaho colleges and universities to identify students who after transfer have met requirements for an AA or AS degree. Work with professional technical students to encourage completion of an AAS and certificates.



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

	9. Continue to improve and expand alternative methods of delivery through the implementation of a “virtual campus”, use of Idaho Education Network (IEN), use of hybrid classes and a “virtual one-stop” to better serve needs of non-traditional students and leveraging our lack of physical classroom space.
	10. Expand Satisfactory Academic Progress (SAP) standards to all degree-seeking students
	11. Expand tutoring and mentoring services for students in both a face-to-face and online venues
	12. Continue to recruit and retain faculty and staff who are committed to student learning and success. Support faculty and staff by providing the necessary resources, tools, training, and information needed to do their jobs effectively.
<i>Progress:</i>	

<b>STRATEGY D - Planning</b>	
Maintain a culture of planning, assessment, data-driven decision making, and continuous improvement	
	<b>Objectives:</b>
	1. Improve data gathering, aggregating, access and reporting through a shift to DataTel. Improve staff access to real-time information through the use of dashboards.
	2. Develop and improve systematic measures of institutional performance, effectiveness, and accountability. Continue to improve in data-driven decision making processes.
<i>Progress:</i>	

<b>STRATEGY E - Partnerships</b>	
Build and maintain effective partnerships	
	<b>Objectives:</b>
	1. Continue to partner with the College of Southern Idaho in order to align CWI processes and standards with CSI during our accreditation process. Ensure that credits, certificates and degrees earned at CWI appear on CSI transcripts and are transferable to four-year institutions.
	2. Work closely with Idaho universities to create “co-enrollment” and “co-admission” agreements to provide access for students to take courses at both CWI and Idaho universities.
	3. Continue partnerships with SBOE in Near-Peer Mentor Programs for selected high schools
	4. Develop and maintain appropriate articulation agreements. Increase the number of 2+2 agreements with college and university partners.
<i>Progress:</i>	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

**GOAL PROGRESS  
COLLEGE OF WESTERN IDAHO**

The goal includes degrees and certificates so the measurement should also include certificates, associate degrees, in addition to bachelor's, master's, doctoral, and professional degrees

YEAR	# OF GRADUATES (BACCALAUREATE)	# OF GRADUATES (BACCALAUREATE)
	GOAL	ACTUAL
2010-2011		
2011-2012		
2012-2013		
2013-2014		
2014-2015		
2015-2016		
2016-2017		
2017-2018		
2018-2019		
2019-2020		

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

**60% Goal**

*Current and future strategies to achieve goal of 60% of Idahoans aged 25 – 34 earning a degree or certificate*

***Professional-Technical Education***

**Summary**

Professional-Technical Education (PTE) is defined as “secondary, postsecondary and adult courses, programs, training and services administered by the Division of Professional-Technical Education for occupations or careers that require other than a baccalaureate, masters or doctoral degree.” The Division will focus on these strategies to achieve the goal of 60% of Idahoans aged 25-34 earning an AAS degree or certificate.

**STRATEGY A**

**Strengthen articulation agreements between secondary and postsecondary PTE programs**

**Objectives:**

1. Better align secondary PTE programs of study learning outcomes with technical college programs' learning outcomes

*Progress:*

**STRATEGY B**

**Increase access to postsecondary technical college PTE programs**

**Objectives:**

1. Address the tuition cost differential between four and two year institutions within the technical college system.

*Progress:*

**STRATEGY C**

**Increase postsecondary PTE completion**

**Objectives:**

1. All new AAS programs will not exceed 72 credits.
2. Reduce the number of general education credits for an AAS Degree from sixteen to fifteen to provide flexibility in student choice of courses and make the general education requirement more streamlined and cost effective for AAS degree majors.
3. Identify additional ways to assist PTE students with general education course work to enable students to complete their programs.
4. Provide additional postsecondary PTE Advising to ensure that Career and Technical Counselors work with students to place them in appropriate programs based on their interests and aptitudes.
5. Strengthen early intervention techniques for PTE students.

*Progress:*

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

<b>STRATEGY D</b>	
<b>Transition adult learners into PTE Completers</b>	
	<b>Objectives:</b>
	1. Increase the number of bridge programs designed to transition adults into PTE programs.
<i>Progress:</i>	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

**2008 Degree/Certificate Production & Additional Award Annually**

Public Institutions	Associate	Bachelor's	Certificates 1-2 yrs	2008 Total awards	Institution's % of Total Awards	Undergraduate Fall 2008 Enrollment
Boise State University		1,840		1,840	25.2%	17,574
University of Idaho		1,782		1,782	24.4%	9,241
Idaho State University	307	1,045	78	1,430	19.6%	10,574
College of Southern Idaho	667			667	9.1%	7,542
Lewis-Clark State College	124	387	9	520	7.1%	3,940
North Idaho College	397		129	526	7.2%	4,323
College of Western Idaho*	296		131	427	5.8%	**
Eastern Idaho Technical College	71		43	114	1.6%	768
<b>Total Awards (2008)</b>	<b>1,862</b>	<b>5,054</b>	<b>390</b>	<b>7,306</b>		

\* Certificates and associate degrees awarded by Boise State University in 2008 have been attributed to the College of Western Idaho for projecting future growth.

\*\* No Enrollment data not available for Fall 2008

**Additional awards annually by institution to meet 60% goal:<sup>1</sup>**

Institution	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	TOTAL
												<b>2010-20</b>
Boise State University	143	287	430	573	717	860	1,003	1,146	1,290	1,433	1,576	9,458
University of Idaho	139	278	416	555	694	833	971	1,110	1,249	1,388	1,527	9,160
Idaho State University	111	223	334	445	557	668	780	891	1,002	1,114	1,225	7,350
College of Southern Idaho	52	104	156	208	260	312	364	416	468	519	571	3,430
North Idaho College	40	81	121	162	202	243	283	324	364	405	445	2,670
Lewis-Clark State College	41	82	123	164	205	246	287	328	369	410	451	2,706
College of Western Idaho*	33	67	100	133	166	200	233	266	299	333	366	2,196
Eastern Idaho Technical College	9	18	27	36	44	53	62	71	80	89	98	587
<b>Total Additional Annual Awards</b>	<b>568</b>	<b>1,140</b>	<b>1,707</b>	<b>2,276</b>	<b>2,845</b>	<b>3,415</b>	<b>3,983</b>	<b>4,552</b>	<b>5,121</b>	<b>5,691</b>	<b>6,259</b>	<b>37,557</b>

1] Assuming current distribution of awards by institution stays constant through 2020.

\* Certificates and associate degrees awarded by Boise State University in 2008 have been attributed to the College of Western Idaho for projecting future growth.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**IDAHO OFFICE OF THE STATE BOARD OF EDUCATION**  
**OCTOBER 20, 2011**

---

**IDAHO DIGITAL LEARNING ACADEMY**

**SUBJECT**

Idaho Digital Learning Academy (IDLA) Annual Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-5501, Idaho Code

Idaho Administrative code, IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Academy

**BACKGROUND/DISCUSSION**

IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Academy, requires an annual report to be submitted each year to the State Board of Education. In compliance with IDAPA 08.04.01 this report will include Accreditation information, IDLA Acceptable Use Policy, and the IDLA fee schedule.

The 2002 Idaho Legislature created the Idaho Digital Learning Academy (IDLA) as an online, school-choice learning environment (Title 33 Chapter 55, Idaho Code). IDLA is a state virtual school providing Idaho students with greater access to a diverse assortment of courses. This virtual school was created to address the educational needs of all Idaho students: traditional, home schooled, at-risk, and gifted learners and is a service to Idaho students and schools. Rigorous online courses delivered by highly qualified faculty assists the state in preparing Idaho students to meet Idaho's high school graduation requirements, Idaho standards, and the increased demand from colleges and industry.

In 2011, Senate Bill 1184 restructured IDLA's funding formula (section 33-1020, Idaho code) to reduce state appropriation for IDLA effective July 1, 2012. The revision to this Section eliminates IDLA's growth funding support which equates to approximately 80% of IDLA's total funding. Additionally, a minimum funding clause was created for Fiscal Years 2013 and 2014 to be enacted should IDLA's total revenue from State allocation and Idaho school district contracts drop below \$3.5 million.

**IMPACT**

IDLA was legislatively capped at 15,000 enrollments for 2010-2011. As a result, IDLA served 14,974 enrollments for 2010-2011 which is a 4% increase over last year. 98% of the school districts in Idaho participated in 2010-2011. The number one reason for taking IDLA courses is scheduling conflicts. Other reasons include: course not offered; advanced placement; dual credit; early graduation; foreign languages; and credit recovery.

**ATTACHMENTS**

Attachment 1 – IDLA Presentation Information

Page 3

Attachment 2 – 2011-2012 Fee Policy Statement

Page 4

Attachment 3 – Acceptable Use Policy

Page 6

**IDAHO OFFICE OF THE STATE BOARD OF EDUCATION  
OCTOBER 20, 2011**

---

Attachment 4 – Accreditation Confirmation

Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

Section 33-1627, Idaho code's requirement for online courses and Proposed rule, IDAPA 08.02.03.105 online learning graduation requirement may potentially impact operations at the Idaho Digital Learning Academy. Many of the people commenting during the public hearings indicated a preference for using IDLA in providing online courses for their students and an aversion to sending state monies to private for-profit or non-profit companies that may be located out of the state. There is some concern that the decrease in general fund appropriation and new process of contracting with school districts may negatively impact IDLA's ability to meet the potential need these new requirements may generate.

**BOARD ACTION**

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



**IDAHO OFFICE OF THE STATE BOARD OF EDUCATION  
OCTOBER 20, 2011**

---

**IDAHO DIGITAL LEARNING ACADEMY PRESENTATION INFORMATION**

**NAMES OF PRESENTERS & TITLES**

Dr. Cheryl Charlton, Chief Executive Officer

Mr. Mike Caldwell, Director of Academics

Dr. Wiley Dobbs, Superintendent, Twin Falls School District

**PRESENTATION TOPICS**

2010-2011 Update

2012 IDLA Services

**IDAHO OFFICE OF THE STATE BOARD OF EDUCATION  
OCTOBER 20, 2011**

---

**2011-2012 IDLA FEES POLICY STATEMENT**

**FEES FOR IDAHO DIGITAL LEARNING ACADEMY:**

There will be two fee schedules for 2011-2012 based upon District completion of the IDLA Online Site Coordinator course. These fees apply to all IDLA courses for all sessions.

All IDLA course fees are paid by the district directly to IDLA. Where appropriate, the district will collect fees from the student. IDLA does not collect fees from students. Districts will be billed for all registered students according to the following schedule:

<b>Date Parameters:</b>	<b>Billing Sent to Districts:</b>	<b>Sessions Covered:</b>
January 1 – March 31 & Past Due	First week of May	Jan, Feb, April, March & Past Due
April 1 – June 30	First week of July	Summer
July 1 – Sept 30 & Past Due	First week of October	Aug, Sept, & Past Due
October 1 – December 31	First week of January	November

**DISTRICTS WITH A SITE COORDINATOR WHO HAVE SUCCESSFULLY COMPLETED THE IDLA SITE COORDINATOR CLASS:**

*For one (1) student for a one (1) semester course is \$75 for Idaho public school students, with the exception of Advanced Placement (AP) and Dual Credit (DC) classes. There are no IDLA course fees for AP & DC classes (see Other Fees for Advanced Placement/Dual Credit Courses).*

**DISTRICTS WITH A SITE COORDINATOR WHO HAVE NOT COMPLETED THE IDLA SITE COORDINATOR CLASS**

For one (1) student for a one (1) semester course is \$100 for Idaho public school students. The Advanced Placement/Dual Credit fee waiver does not apply.

**ISAT REMEDIATION**

*ISAT Math, ISAT Language Arts, and ISAT Reading will be waived for 2011-2012 upon the district designated Site Coordinator's successful completion of the free IDLA online at-risk training module.*

**OUT-OF-STATE FEES**

For one (1) student for one (1) semester course is \$400 for out-of-state students. The Advanced Placement/Dual Credit fee waiver does not apply.

**ADULT LEARNER FEES**

For one (1) student for one (1) semester course is \$125 for adult learner students.

**OTHER FEES FOR ADVANCED PLACEMENT/DUAL CREDIT COURSES**

Fees to take the Advanced Placement Exam by the College Board and fees for dual credit to receive college credit may apply. Students in Dual Credit Courses are

**IDAHO OFFICE OF THE STATE BOARD OF EDUCATION  
OCTOBER 20, 2011**

---

responsible for all university fees. Advanced Placement and Dual Credit courses may require additional textbooks (see below).

**SCHOLARSHIPS**

*Limited partial scholarships are available for 2011-2012 for \$50 per course enrollment.*

**TEXTBOOKS**

IDLA provides online textbooks in the majority of content areas and provides access to Libraries Linking Idaho (LILI-D). In cases where an online textbook is unavailable, the local school district may be responsible to provide the required text(s) according to school district policy. For example, advanced placement, dual credit, and English courses may require additional textbooks or required readings not available online. The local school district is also responsible to provide access and assistance to library media centers if necessary. Please refer to the IDLA Course Catalog posted at [www.IdahoDigitalLearning.org](http://www.IdahoDigitalLearning.org) for a list of required textbooks.

## **IDLA ACCEPTABLE USE POLICY**

Students should print and review this policy with a parent or guardian to ensure a safe and rewarding experience with IDLA. All students enrolled in any course work of Idaho Digital Learning Academy (IDLA) shall be responsible to comply with all of the policies of their home school district and the policies of IDLA including this Acceptable Use Policy (AUP).

1. The IDLA network is for educational purposes only and includes computers, communication networks, the Internet, and other electronic resources used in the delivery of IDLA courses.
2. All users of IDLA must agree to all of the terms of this AUP prior to being able to access a user account providing access to the IDLA network.
3. Privileges and Rights of IDLA Community Members:

Members of the IDLA community have certain privileges and rights. These include:

### **A. Safety**

- *No student or IDLA personnel shall utilize the IDLA network to access any site that includes, but is not limited to pornography, graphic sexual or violent content, or advocates the use of illegal substances.*
- *Communication on the IDLA network between students shall respect the privacy of all individuals and shall not contain personal information regarding other persons.*
- Bullying or harassment of IDLA users shall not be tolerated. No user of the IDLA network shall engage in any communication or entry that shall have the intent of, or results in, the bullying or harassment of other students or employees of IDLA or utilizes profanity or degrading language directed at known persons. Any user who receives, or believes they are subject of, such communications should immediately notify the IDLA online principal.
- For reasons of privacy and safety, users are prohibited from downloading or uploading photographs of persons other than as may be directly relevant to the required coursework, and any depiction of fellow students or IDLA personnel is expressly prohibited without the written permission of the individual, or permission of that individual's parent or legal guardian if the individual is a minor.
- Any graphic or digital representation must be presented in an appropriate manner in accordance with the local school district's dress code policy. IDLA reserves the right to determine whether a graphic representation is appropriate and to respond accordingly.

### **B. Access for all users**

All IDLA users shall be granted access to as many IDLA services as the available technology and IDLA role will allow. Relevant exploration of the Internet for educational

**IDAHO OFFICE OF THE STATE BOARD OF EDUCATION  
OCTOBER 20, 2011**

---

purposes is permissible in IDLA courses within the limitations of compliance with this policy and the acknowledgement that certain sites may be offensive to specific individuals. IDLA will make every effort to ensure that course content will be appropriate to the designated grade-level of that course, regardless of the ages of students enrolled in that course.

**C. Intellectual Freedom**

- Discussion forums within the IDLA course management system are a free and open forum for expression, including all viewpoints within the role and mission of IDLA. The poster of an opinion should be aware that other community members may be openly critical of such opinions.
- Any statement of personal belief is implicitly understood to be representative of the author's individual point of view, and not that of the IDLA, its administrators, teachers, other staff, or the participating schools. Personal attacks are not an acceptable use of IDLA resources at anytime and IDLA instructional staff or administration should be notified. IDLA does not officially endorse any opinions stated on the network.

**D. Privacy**

In guarding the safety of its students and users, there is no reasonable expectation of privacy in any use of the IDLA network by any user. IDLA is a public educational agency and therefore IDLA personnel, both technology specialists and teaching and/or administrative staff, may periodically access accounts, review emails sent or received, internet sites (including any social networking websites) and chat rooms visited, as well as electronic class discussion materials.

**4. The Family Educational Rights and Privacy Act (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the

parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.

- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
  - School officials with legitimate educational interest;
  - Other schools to which a student is transferring;
  - Specified officials for audit or evaluation purposes;
  - Appropriate parties in connection with financial aid to a student;
  - Organizations conducting certain studies for or on behalf of the school;
  - Accrediting organizations;
  - To comply with a judicial order or lawfully issued subpoena;
  - Appropriate officials in cases of health and safety emergencies; and
  - State and local authorities, within a juvenile justice system, pursuant to specific State law.

**5. Responsibilities of IDLA users**

With the rights and privileges of participation in the IDLA community come certain responsibilities. IDLA users need to familiarize themselves with these responsibilities.

**A. Using appropriate language**

Profanity or obscenity will not be tolerated. All IDLA community members must use language appropriate for school situations. Inappropriate language includes, but is not limited to language that is: defamatory, inaccurate, abusive, rude, sexually explicit, threatening, harassing, or racially offensive;

**B. Avoiding offensive or inflammatory speech**

IDLA users must respect the rights of others both in IDLA courses and in the Internet at large. Personal attacks are an unacceptable use of the network. If an IDLA user is the victim of a personal attack, they are responsible to bring the incident to the attention of an IDLA teacher or administrator.

**C. Copyright adherence**

IDLA users must respect all copyright issues regarding software, information, and attributions of authorship. The unauthorized copying or transfer of copyrighted materials may result in the loss of IDLA privileges.

**D. Plagiarism**

IDLA users must not engage in plagiarism, which is the act of presenting other peoples' ideas, writings, or products (written or electronic) by claiming them to be one's own and not giving credit to these sources. Forms of plagiarism include: submitting work that is not your own, failing to properly cite words and ideas that are not your own, using direct wording from another source (even a cited one) without quotation marks, or slightly re-wording phrases from another source and passing the phrases as your own.

**IDAHO OFFICE OF THE STATE BOARD OF EDUCATION  
OCTOBER 20, 2011**

---

**E. Cheating**

IDLA users must not engage in cheating, which in its various forms includes, but is not limited to: copying another student's work or allowing your work to be copied; allowing someone other than yourself to submit work in your name; using unauthorized assistance on an assessment; allowing someone other than yourself to take an assessment; inappropriate use of a translator in language classes; submitting the same work for multiple courses; or giving answers to other students.

**F. Fabricating Data**

IDLA users must not engage in fabricating data when completing assignments that require research and/or collecting data. Forms of fabrication include, but are not limited to: falsifying or manipulating data to achieve a desired result; reporting data for an experiment that was not conducted (dry-labbing); or submitting written work with fabricated or falsified sources.

**G. Academic Sabotage**

IDLA users must not engage in Academic sabotage, which consists of any act that damages another student's work or grade on purpose.

**H. False Information**

IDLA users must not lie to an instructor, site coordinator, parent, or principal (such as saying an assignment has been completed when it has not, or lying about your grade).

**I. Illegal activities**

Illegal activities include tampering with IDLA computer hardware or software, unauthorized entry into computers, knowledgeable vandalism or destruction of computer files, or encouraging the use of illegal materials. Use of the IDLA for any illegal activities is prohibited and will result in legal action.

**J. System disruption**

Intentional or malicious attempts to degrade or disrupt system performance of the IDLA or any other computer system or network are considered criminal activity under state and federal law. IDLA encourages IDLA users to use best practices to avoid unintentional disruption of system performance.

**K. Account responsibility**

IDLA users have full responsibility for the use of their account. All violations of this policy traced to an individual account name will be treated as the sole responsibility of the owner of that account.

**L. User information**

IDLA mandates all users to provide current demographic information which includes but is not limited to full name, mailing address, email address, and phone number.

**M. Impersonation**

All IDLA users must use their own name in the use of the IDLA network. Impersonation

**IDAHO OFFICE OF THE STATE BOARD OF EDUCATION**  
**OCTOBER 20, 2011**

---

(logging in as another user or under a false name) is not allowed. (This prohibition does not extend to activities with curricular objectives, such as role-playing within a class discussion, in which users are not attempting to disguise their identities).

**N. Anonymity**

All IDLA users must use their name on all communication. Anonymity is not allowed. As an educational network, we believe that individuals are responsible for their actions and words;

**O. Representation.**

When navigating locations on the Internet or using IDLA tools, IDLA users must conduct themselves as representatives of both their respective schools and the IDLA.

**P. Email Communication**

Email accounts are required to communicate on the IDLA network, and inappropriate email user account names will not be allowed in the system.

6. IDLA assumes no responsibility for Internet access including phone charges, line costs, usage fees, hardware, software, other media, or any other non-specified technology costs associated with a user's connectivity to the Internet or that may be required to access IDLA courses or other instructional resources. IDLA assumes no responsibility for information obtained via the Internet, which may be illegal, defamatory, inaccurate or offensive. IDLA assumes no responsibility for any damages to the user's computer system under any circumstances. The technology requirements of all courses are available on the IDLA website prior to enrollment. Users are solely responsible for acquiring and learning to use all required technology needed to access and complete all online IDLA courses activities.
7. Failure to abide by the IDLA Acceptable Use Policy could result in:
  - Report to the local district of the infraction
  - Immediate removal of the user's access to IDLA instructional computing resources, which could result in their inability to complete learning activities and subsequent course failure.
  - Immediate removal of the user from the course.
  - Involvement of law enforcement agencies and possible legal action.

IDLA reserves the right to make modifications to the document at any time without prior notification.



## Northwest Accreditation Commission

*"...advancing excellence in education through the process of accreditation."*

2010-2011

## CERTIFICATE OF ACCREDITATION

### Idaho Digital Learning Academy

is an accredited Distance Education for the school year 2010-2011 by the Commission on Schools of the Northwest Accreditation Commission with member schools in Alaska, Idaho, Montana, Nevada, Oregon, Utah, Washington, along with other geographical areas of the United States and the world. This school is recognized for promoting and maintaining a well-balanced education program and for meeting or exceeding standards considered essential for quality education.

First Year of Accreditation 2002

*The signatures below certify the authenticity of this document.*

  
Stan Baker, President

  
David G. Steadman, Executive Director

  
Leonard Paul, Associate Director



THIS PAGE INTENTIONALLY LEFT BLANK

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

**SUBJECT**

Second Reading, Board Policy I.O. Data Management Council

**REFERENCE**

August 2010	Board directed staff to do a needs assessment that includes the technical, fiscal, and governance requirements for a P-20 and Workforce SLDS.
February 2011	Board accepted the recommendations from the SLDS needs assessment and authorized the Executive Director to determine the configuration and make initial appointments to the Data Management Council.
August 2011	Board approved the first reading of Board policy I.O. Data Management Council.

**BACKGROUND/DISCUSSION**

The Idaho Data Management Council (hereinafter referred to as "Council") is a council established to make recommendation on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and oversees the creation, maintenance and usage of said system.

There has been one change between the first and second reading. Section 3, subsection f has been increased from two (2) school representatives to three (3) school representatives.

**IMPACT**

Setting the policy for the Data Management Council (DMC) is the foundation for organizing the council and allowing it to fulfill its intended purpose.

**ATTACHMENTS**

Attachment 1 – Board Policy I.O. – Second Reading

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of a new section of Board Policy, I.O Data Management Council as submitted and to delegate to the Executive Director the authority approve the members of the council.

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

THIS PAGE INTENTIONALLY LEFT BLANK

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. General Policies**

**SUBSECTION: O. Data Management Council**

**October 2011**

**1. Purpose**

The Idaho Data Management Council (hereinafter referred to as “Council”) is a council established to make recommendation on the oversight and development of Idaho’s Statewide Longitudinal Data System (SLDS) and oversees the creation, maintenance and usage of said system.

The purpose of the SLDS will be to allow longitudinal tracking of students from preschool through all levels of the public education system (elementary, middle and high schools, college and graduate school) and into the workforce. To reflect this scope, the SLDS will be referred to as a P-20W system. This system will collect data from a variety of disparate source systems, including the K-12 system developed by the State Department of Education, the systems in use at the various postsecondary institutions, the State Department of Labor, the National Student Clearinghouse, and others, and will transform that data into a single, coherent structure on which longitudinal reporting and analysis can be performed.

The construction, maintenance and administration of the P-20W SLDS shall be carried out by designated staff of the Office of the State Board of Education and State Department of Education. The role of the council is to provide direction and make recommendations to the Board on policies and procedures for the development and usage of the system, and to report back to the Board as needed on the progress made on any issues that require Board consideration.

**2. Roles and Responsibilities**

In order to advise and make recommendation to the Board on the implementation of the SLDS, the council will report to the Board through the Planning, Policy and Governmental Affairs Committee. The scope of responsibilities of the Council will include the following:

**a. Data Standards and Quality**

- i. Ensure that all data elements within the SLDS are clearly and unambiguously defined and used consistently throughout the system.
- ii. Ensure that the data within the SLDS is as complete and accurate as possible and complies with the agreed upon definitions.

**b. Access and Security**

- i. Establish parameters for security and encryption of data uploads, data storage, user roles and access, privacy protection, and appropriate use of data.
- ii. Review and approve mechanisms (technical and procedural) for implementing the required security and access rights.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

- iii. Establish guidelines for responding to requests for data access by various stakeholders, including school, district and college/university staff, education researchers, and the public.
- c. Change Management and Prioritization
  - i. Propose enhancements to the SLDS, review enhancements proposed by other groups, and set priorities for the development of those enhancements.
  - ii. Review and approve or deny any proposed changes to existing functionality, data definitions, access and security policies, etc.
- d. Training and Communication
  - i. Establish guidelines for training of SLDS users, and review and approve specific training plans.
  - ii. Ensure adequate communication concerning the SLDS.

In each of these areas, the Council shall develop policies and procedures for Board approval as appropriate.

**3. Membership**

The membership of the Council shall consist of:

- a. One member of the State Board of Education, appointed by the Board President.
- b. One representative from the Office of the State Board of Education.
- c. Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution.
- d. One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented in subsection 3.c. above.
- e. Two representatives from the State Department of Education.
- f. ~~Two~~Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district.
- g. One representative from the Division of Professional-Technical Education.
- h. One representative from the Department of Labor.

Original appointments shall be for terms that are initially staggered to provide a rolling renewal of appointments. Thereafter, appointments shall be for two years, commencing on July 1<sup>st</sup>. All members of the Council shall have equal voting privileges.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

The Chair shall be selected by the membership on a rotating basis, such that no one constituency shall hold the chair in consecutive terms (i.e. no two representatives from a postsecondary institution or school district shall serve as chair in consecutive terms.

**4. Nominating Process**

The Council shall nominate candidates for membership for Board consideration. The list of candidates including letters of interest and biographical information must be forwarded to the Board for consideration not less than 60 days prior to expiration of the term of a committee member, or within 30 days after any vacancy.

**a. Incumbent Reappointment**

If the incumbent candidate is interested in reappointment and is eligible to continue serving based on the Council's current membership structure, the incumbent will provide in writing his or her interest for reappointment, which will be forwarded to the Board for consideration.

**b. Open Appointment**

- i. Council members shall solicit nominations from all constituency groups.
- ii. Each nominee must provide a written statement expressing his or her interest in becoming a member of the Council. Each nominee must also provide a description of his or her qualifications.
- iii. The Council will review all nominations for the vacant position and will forward the qualified candidates with recommendations to the Board for consideration.

The Board may, after a review of nominee's pursuant to the process described herein, consider other candidates for Council membership identified by the Board or its staff.

THIS PAGE INTENTIONALLY LEFT BLANK



**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**SUBJECT**

Update on the Data Management Council

**REFERENCE**

August 2010	Board directed staff to do a needs assessment that includes the technical, fiscal, and governance requirements for a P-20 and Workforce SLDS.
February 2011	Board accepted the recommendations from the SLDS needs assessment and authorized the Executive Director to determine the configuration and make initial appointments to the Data Management Council.
August 2011	Board approved the first reading of Board policy I.O. Data Management Council.

**BACKGROUND/DISCUSSION**

This will be a presentation by Board staff reviewing the status of the Data Management Council.

The Data Management Council was created by the State Board of Education to oversee the creation and use of the P-20 to Workforce State Longitudinal Data System (SLDS). The members have been appointed and the officers have been elected. The initial policy and bylaws have been created and are being reviewed. The council has been involved with the current development effort to establish the postsecondary repository.

**IMPACT**

The Data Management Council is essential to ensure that the required policies, procedures, and safeguards are in place to gather, validate, protect, and use the longitudinal data that will be contained in the P-20 to Workforce SLDS. The council will also be integral to the SLDS design and setting priorities for the system.

**ATTACHMENT**

Attachment 1 – Data Management Council Update

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The information in this presentation will update the State Board of Education regarding the efforts of the Data Management Council and share their planned activities.

**BOARD ACTION**

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

THIS PAGE INTENTIONALLY LEFT BLANK

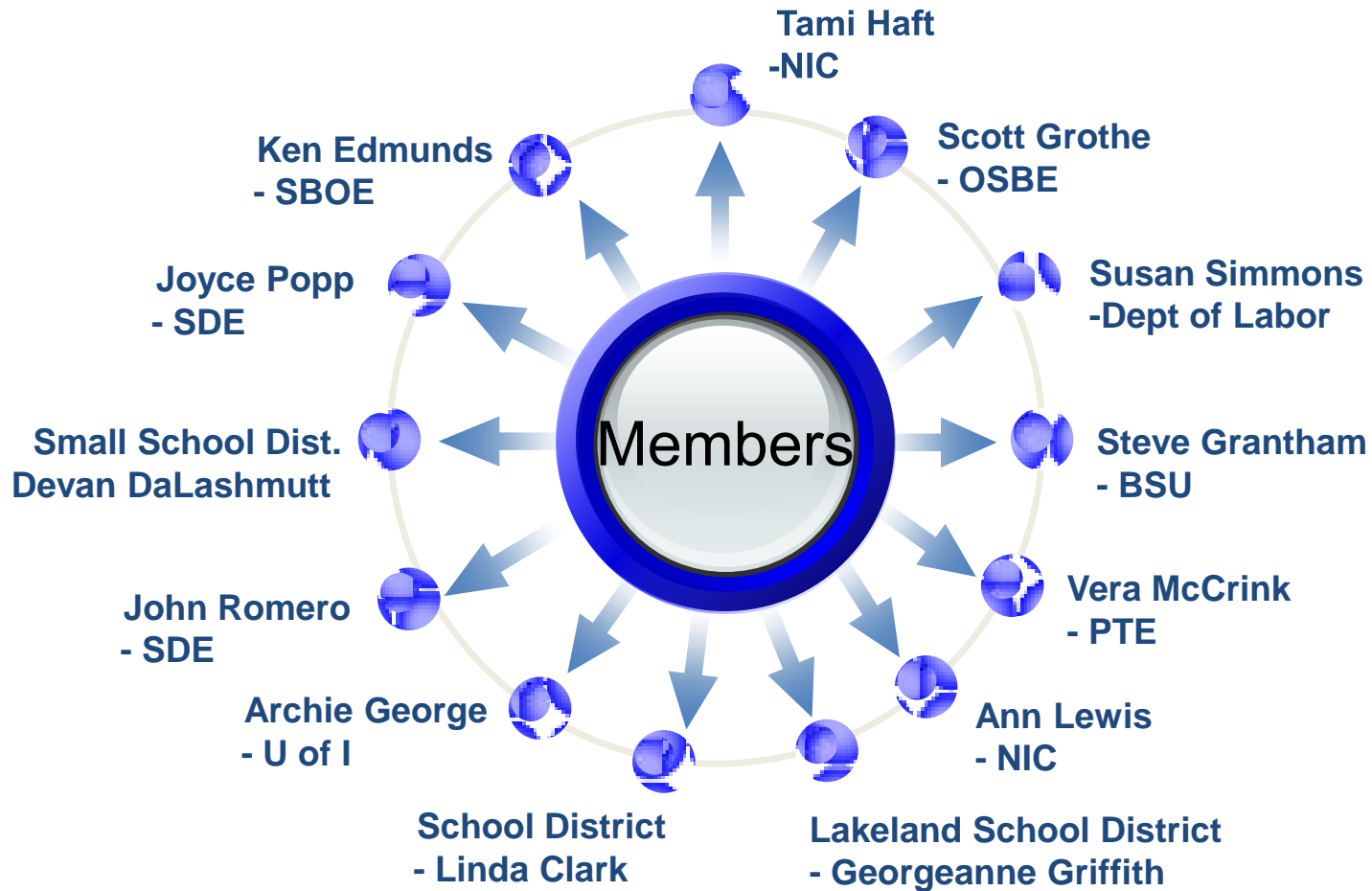
# Data Management Council

Update



IDAHO STATE BOARD OF EDUCATION  
650 W. State Street | P.O. Box 83720 | Boise, Idaho 83720-6037  
208-334-2270 | FAX: 208-334-2632  
email: board@osbe.idaho.gov

# Data Management Council



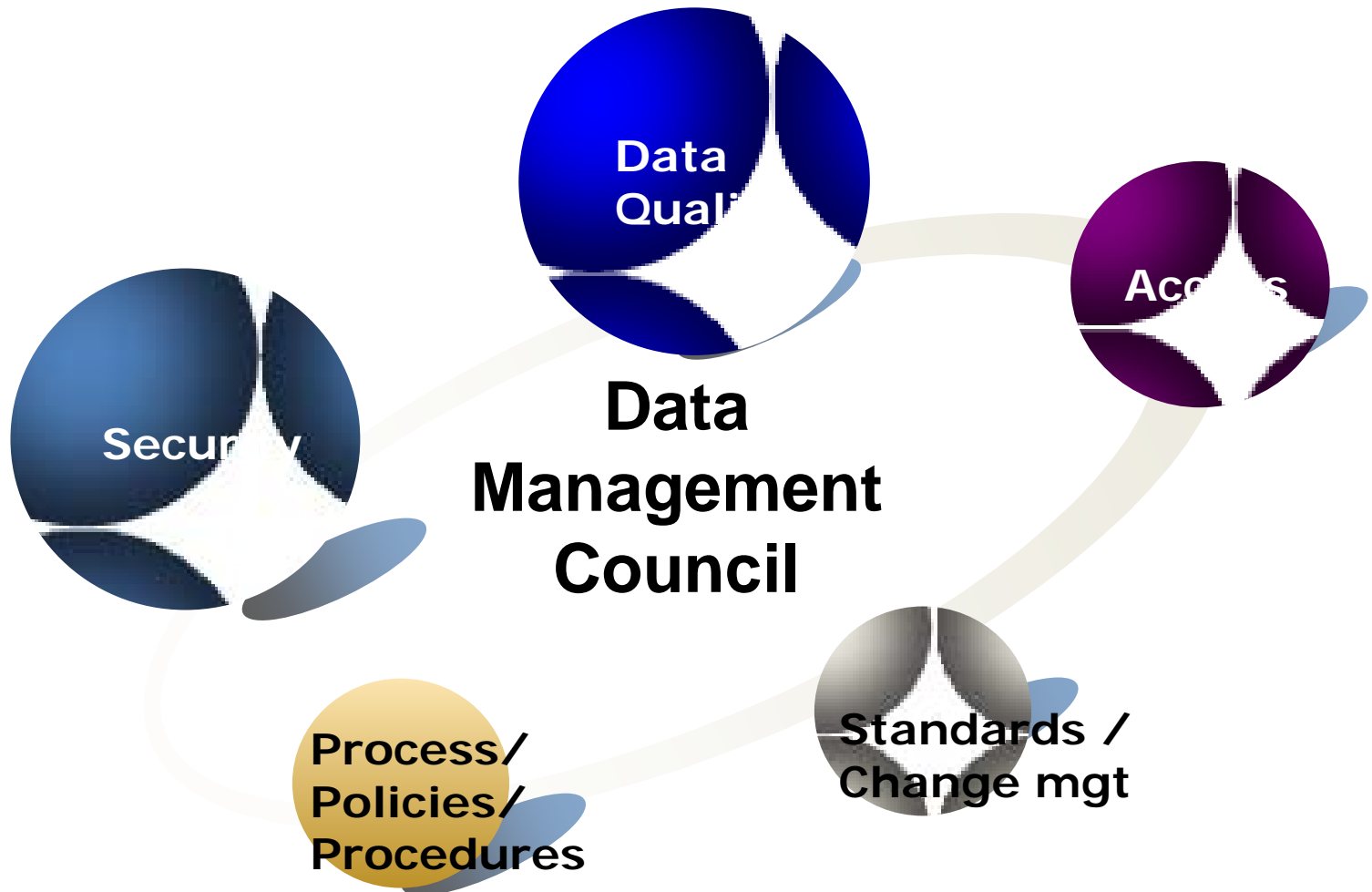
# Purpose & Role





IDAHO STATE BOARD OF EDUCATION  
650 W. State Street | P.O. Box 83720 | Boise, Idaho 83720-0037  
208-334-2270 | FAX: 208-334-2632  
email: board@osbe.idaho.gov

# Purpose





# Data Management Council

## - purpose

- Oversee the creation, development, maintenance and usage of the P-20 to Workforce Statewide Longitudinal Data System

# Data Management Council

## - role

- Utilize their vast experience and expertise to oversee the resources and activities supporting all SLDS phases, and coordinate with other data systems
- Ensure common vision, avoid duplication of effort and leverage expertise and resources to their full potential.



# Data Management Council

## - status

- Policy – 2<sup>nd</sup> reading
- Bylaws – drafted
- Data Security and Acceptable Use
  - Being reviewed
- Data Quality – initial draft being developed.
- Next Steps:
  -

# Other Initiatives

- National Student Clearinghouse
- P-20 Workforce SLDS
- Multi-state data exchange
- Issues

# National Student Clearinghouse

- Has records for almost all US institutions, enrollment and degrees
- Agreement funded by the College Access Challenge Grant for one year – provide all schools access to Student Tracker.
- Looking to fund three years through a grant.

## P-20 Workforce SLDS

- Started with Oregon University System Data Dictionary
- Postsecondary repository build
  - Data Transfer
  - ETL – business rules - reports
- Selected elements needed to meet requirements under ARRA SFSF.
  - Gathering – due September 2011
- Review entire list after complete ARRA

## Other Initiatives – Multi-State Data Exchange

- Four state pilot program – Idaho, Oregon, Washington, Hawaii
- Managed by WICHE
- Funded by the Gates Foundation
- Pilot data exchange
- Proof of concept
- K-12, postsecondary, and labor data

# Issues

- EDUID – matching
- Data Collection
- 2004-05 graduates
- Labor agreement for multi-state
- Data Quality
- Historical data

**IDAHO DIVISION OF VOCATIONAL REHABILITATION**

**SUBJECT**

Temporary Rule IDAPA 47.01.01, Division of Vocational Rehabilitation

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Administrative code, IDAPA 47.01.01, Division of Vocational Rehabilitation

**BACKGROUND/DISCUSSION**

The Idaho Division of Vocation Rehabilitation (IDVR) Field Services Manual is incorporated by reference into IDAPA 47.01.01. The Manual outlines the processes and procedures for application and eligibility for services, assessment of needs, and appeals as well as participation of individuals in cost of services, purchase of services and supplies and individualized employment plans. Because the manual is incorporated by reference in to IDAP 47.01.01 it is treated and has the same force as an Administrative Rule and requires the process as rules when changes are necessary.

The proposed changes to the Manual incorporates language requested as a result of a corrective action plan by Rehabilitation Administration Services resulting from their 107 Review, wherein IDVR was found to be out of compliance with federal regulations.

**IMPACT**

These changes will put IDVR in compliance with federal regulatory guidelines.

**ATTACHMENTS**

Attachment 1 – Temporary Rule, IDAPA 47.01.01	Page 3
Attachment 1 - Field Services Policy Manual, Section 5.0 Application for Services/Eligibility Determination	Page 4
Attachment 2 - Field Services Policy Manual Section 12.20 Services to Groups of Individuals	

**STAFF COMMENTS AND RECOMMENDATIONS**

This rule is being presented as a Temporary rule and will require the Board reapprove it in the future as a Proposed and then Pending rule for it to become Permanent. Due the transition issues and timing of the corrective action plan IDVR was unable to bring this rule change forward in time for it go through the Proposed and Pending process during this session. The rule will be brought back at the end of 2012 legislative session as a Proposed Rule. Temporary rules do not require a 21 day comment period.

Staff recommends approval.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**BOARD ACTION**

I move to approve the temporary rule changes to IDAPA 47.01.01 as submitted by the Idaho Division of Vocational Rehabilitation.

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



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**IDAPA 47**  
**TITLE 01**  
**CHAPTER 01**

**IDAPA 47 - DIVISION OF VOCATIONAL REHABILITATION**

**47.01.01 - RULES OF THE IDAHO DIVISION OF VOCATIONAL REHABILITATION**

**000. LEGAL AUTHORITY.**

Section 33-2301, Idaho Code and the Rehabilitation Act of 1973 and all subsequent Amendments. (3-30-01)

**001. TITLE AND SCOPE.**

**01. Title.** The title of this chapter is IDAPA 47.01.01, "Rules of the Idaho Division of Vocational Rehabilitation." (5-3-03)

**02. Scope.** The chapter has the following scope: To streamline the existing rules and to implement program changes necessitated by the 1998 Amendments of the Rehabilitation Act of 1973. (4-5-00)

**002. WRITTEN INTERPRETATIONS.**

Written interpretations to these rules in the form of the explanatory comments accompanying the notice of proposed rulemaking are available from the Idaho Division of Vocational Rehabilitation, 650 W. State Street, Boise, Idaho 83720. Other agency guidance documents, as well as agency policy statements or interpretations not rising to the legal effect of a rule, if any, are available for inspection and replication at the agency Central Office during regular business hours. (2-17-09)

**003. ADMINISTRATIVE APPEALS.**

Administrative appeals are governed by Section 100 of these rules in accordance with 34 CFR Part 361.57. (2-17-09)

**004. INCORPORATION BY REFERENCE.**

**01. General.** Unless provided otherwise, any reference in these rules to any document identified in Subsection 004 shall constitute the full incorporation into these rules of that document for the purposes of the reference, including any notes and appendices therein. The term "documents" includes codes, standards or rules which have been adopted by an agency of the state or of the United States or by any nationally recognized organization or association. (3-30-01)

**02. Documents Incorporated by Reference.** The following documents are incorporated by reference into these rules: (3-30-01)

**a.** All federal publications through the [Rehabilitation Services Administration](#). (2-17-09)

**b.** Idaho Division of Vocational Rehabilitation Field Services Manual, ~~2008~~ October 2011, available for review on the website at <http://www.vr.idaho.gov/>. (2-17-09)

**c.** Federal State Plan for Vocational Rehabilitation 2008 - 2010, available for review on the website at <http://www.vr.idaho.gov/>. (2-17-09)

**d.** Workforce Investment Act, Public Law 105-220. (5-3-03)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**e.** Federal Register, Department of Education, 34 CFR Part 361- 363. (2-17-09)

**f.** The Rehabilitation Act of 1973, as amended. (2-17-09)

**03. Availability of Reference Material.** Copies of the documents incorporated by reference into these rules are available at the Central Office, Idaho Division of Vocational Rehabilitation, 650 W. State Street, Room 150, Boise, Idaho 83720, (208) 334-3390 or through access to the internet URL addresses outlined in Subsection 004.02. (2-17-09)

## SECTION 5.0 APPLICATION FOR SERVICES / ELIGIBILITY DETERMINATION

### 5.1 Application for Idaho Division of Vocational Rehabilitation (IDVR) Services

~~An applicant is:~~

~~A. An individual who believes s/he has a disability that creates an impediment to employment; who believes s/he requires VR services; and who desires employment as an outcome of those services;~~

~~AND~~

~~B. Who signs a dated application or dated document requesting services;~~

~~AND~~

~~C. Who has provided information necessary to initiate an assessment to determine eligibility;~~

~~AND~~

~~D. is available to complete the assessment process.~~

~~It is the policy of IDVR to respond to referrals as soon as possible. The goal of IDVR is to respond to a referral within 5 working days to initiate the application process.~~

### **5.1 – Application for Idaho Division of Vocational Rehabilitation (IDVR) Services**

An application process is complete when the following three criteria are met:

1. IDVR receives a signed and dated application form from an individual or his/her representative, or in those instances where the process is a burden to the individual due to disability, an alternate request for application is made to an IDVR regional office representative.
2. The individual provides the information needed to begin an assessment of eligibility. Information gathered in the intake interview meets this criterion.
3. The individual is available and free of restrictions to complete the assessment process for determining eligibility for VR services.

The individual must be present in the state in order to be available.

Applicants must be available to keep appointments that may be required to gather information for an eligibility determination.

IDVR must, as part of the application process, inform applicants that the goal of VR services is to assist eligible individuals to obtain or maintain employment and that services provided are toward this goal. Applicants must also be informed of their rights and responsibilities.

IDVR will respond to all inquiries for VR services received via telephone, mail or electronic format within seven business days.

Inquiries for VR services from individuals available to participate in services that are made via mail or electronic format will be entered into the case management system as an open referral. IDVR staff will make a minimum of three (3) attempts to contact the individual before the referral is closed. The first attempt will include a phone call or e-mail. If unable to make contact, a letter will be sent to confirm IDVR has received the inquiry and will include the VR office phone number. If the individual does not respond to the first letter, a second letter will be sent stating that IDVR has been unable to contact the individual and that the referral for services will be closed. Attempts to reach the individual and those results will be documented in the case management system.

The 60-day eligibility determination period begins when the application is complete.

#### **5.1.1 Orientation to Vocational Rehabilitation**

IDVR is obligated to provide all applicants with information about the following:

1. The Client Assistance Program;
2. Confidentiality;
3. VR services;
4. Informed choice;
5. The rehabilitation process;
6. That individuals who receive VR services must intend to achieve an employment outcome;
7. The rights and responsibilities of the individual; and
8. The VR appeals process.

This information may be conveyed to individuals through group orientations, in a one-on-one interview setting or over the telephone by IDVR staff.

#### **5.1.2 Intake interview**

The intake interview is part of the application process and is the beginning of the assessment process to determine eligibility and the services to be included on the individualized plan for employment (IPE). Medical, psychological, social, vocational, educational, cultural and economic information is gathered to determine the unique strengths, abilities and interests of the individual.

During the intake process, the counselor/assistant must communicate understanding and trust and be very willing to listen to the viewpoint and needs of the applicant. This will ensure the applicant feels he or she has freedom of expression, feels understood by the counselor, and has confidence in the counselor's ability to provide support. Therefore, the intake interview becomes an extremely important process in the case record and the collection of information.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

At the end of the intake interview, the IDVR staff member should identify the actions needed by both IDVR and the individual. This could include:

1. Appointment(s) scheduled
2. Releases of Information obtained
3. Authorizations issued
4. Referral letters
5. Next scheduled meeting

**5.1.3 Selective Service System (SSS)**

An application will not be denied if the individual is not registered in the SSS. Even so, any male between the ages of 18 – 25 must have registered with the SSS in order to qualify for federal student aid, job training benefits and most federal employment. IDVR, therefore, requests SSS registration verification during the application process to ensure:

1. That IDVR can legally provide training services to these individuals;
2. That the individual is eligible to apply for the Pell Grant which is a similar benefit;
3. That the individual will not be denied Job Training services; and
4. That the individual will not be denied the opportunity to apply for federal or state employment.

Verification may be made by the individual presenting his SSS card or through the SSS web-site, <http://www.sss.gov/records.htm>. The web-site verification requires the individual's SSN, birth date and last name. It is easy and fast to do. Once verification has been made, print the results, and place in the case file.

If an individual is 25 or younger and has not registered with SSS, inform them of their responsibility to do so. They may register at any Post Office or on-line. For men over the age of 25 who are not registered, they must request a "status information" letter from the SSS. Instructions for this process and other information on SSS registration and requirements may be found at <http://www.sss.gov>.

SSS registration, while a legal requirement, affects neither the application nor the eligibility process although it could affect the development and the implementation of the IPE.

**5.1.4 Exceptions**

Any exception to policy must be approved by the Chief of Field Services or his/her designee.

## **SECTION 12.20 SERVICES TO GROUPS OF INDIVIDUALS**

The Rehabilitation Act of 1973 as amended authorizes the provision of rehabilitation services to groups of individuals.

### **Guidelines**

Services for a group of individuals with disabilities must be expected to contribute substantially to the vocational rehabilitation of a group of individuals but does not relate directly to the individualized rehabilitation program of any one individual with disability.

The decision to provide services to groups will be made based on the need for the services as well as the available resources of the agency.

### **Establishment**

Under the authority of 34 CFR 361.49(a)(1), IDVR may pursue the establishment, development, or improvement of a public or other nonprofit community rehabilitation program that is used to provide vocational rehabilitation services that promote integration and competitive employment, including, under special circumstances, the construction of a facility for a public or nonprofit community rehabilitation program. Examples of "special circumstances" include the destruction or natural disaster of the only available center serving an area or a State determination that construction is necessary in a rural area because no other public agencies or private nonprofit organizations are currently able to provide vocational rehabilitation services to individuals.

Any CRP establishment activities undertaken by IDVR will be supported by the pre-planning requirements under 34 CFR 361.49(b)(1) and 34 CFR 361.29.

In order for IDVR to engage in activities to establish, develop or improve a public or non-profit CRP, pursuant to 34 CFR 361.49(a)(1), and use of non-Federal expenditures incurred by those activities to satisfy match requirement under the VR Program, IDVR must first satisfy several pre-planning requirements:

- 1) IDVR must have written policies that set forth the nature and scope of services that will be provided to groups of individuals with disabilities, and the criteria that will be used to determine the provision of those services (34 CFR 361.49(b)(1)); and
- 2) Establishment activities must have been identified as a need in IDVR's most recent statewide comprehensive needs assessment and IDVR must have included in its State plan a discussion of the strategies it would use to meet that need (34 CFR 361.29).

If IDVR has satisfied the above pre-planning requirements for activities related to establishing, developing, or improving a CRP, then the following requirements must be satisfied in order for IDVR to use non-Federal expenditures incurred for these activities towards its match requirements under the VR program pursuant to 34 CFR 361.60(b)(3)(i):

- 1) The activities proposed must fit within the definition of establishment, development, or improvement of a CRP at 34 CFR 361.5(b)(17);

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

- 2) The establishment, development, or improvement of a facility for a CRP at 34 CFR 361.5(b)(18), or
- 3) The construction of a facility for a CRP at 34 CFR 361.5(b)(12); and
- 4) The activities must be designed to provide VR services to IDVR consumers and applicants.

Based on 34 CFR 361.5(b)(17), IDVR may:

- 1) The establishment of a facility for a public or nonprofit community rehabilitation program.
- 2) Staffing, if necessary to establish, develop, or improve a community rehabilitation program for the purpose of providing vocational rehabilitation services to applicants or eligible individuals.
- 3) Other expenditures related to the establishment, development, or improvement of a community rehabilitation program that are necessary to make the program functional or increase its effectiveness in providing vocational rehabilitation services to applicants or eligible individuals, but are not ongoing operating expenditures of the program.

**Employment Related Services to Individuals with Disabilities**

Under the authority of 34 CFR 361.49(a)(6), IDVR may pursue services that promise to contribute substantially to the rehabilitation of a group of individuals but that are not related directly to the individualized plan for employment of any one individual.

The nature and scope of the services provided include:

1. Increase access to employment and educational opportunities for persons who are deaf or hard of hearing.
2. Increase awareness of the needs of persons who are deaf and hard of hearing through educational and informational programs.
3. Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.

THIS PAGE INTENTIONALLY LEFT BLANK



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**SUBJECT**

Legislation for the 2012 Legislative Session

**REFERENCE**

June 2011

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

**BACKGROUND/ DISCUSSION**

The Board approved legislative ideas and authorized the Executive Director to submit additional ideas as necessary to the Governor's office through the Division of Financial Management at the June 2010 Board meeting. Each of the attached pieces of legislation have been submitted and approved to move forward through the process.

The following are descriptive summaries of the twelve (12) pieces of legislation being proposed:

**Residency Classification – Military Personnel**

Section 33-3717B, Idaho code outlines the requirements for a public institution of higher education to recognize and individual as a resident for tuition purposes. Proposed changes recognize the Idaho residency status of Idaho residents

Individuals who join the armed forces of the United States and continue to maintain their Idaho residency (and their dependents) during their term of service would be considered residents for tuition paying purposes. Under the current residency statute, these Idahoans would not be eligible for in-state residency status for fee payment purposes. Their dependents are also not eligible to benefit from the parents Idaho resident status for fee payment purposes.

**Fiscal Impact**

The actual numbers of students who have been impacted are minimal and there would be little to no general fund fiscal impact.

**Rural Physician Incentive Fund**

Changes to section 33-3724, Idaho code would move the administration of the fund and the appointment of the oversight committee to the Department of Health and Welfare.

**Fiscal Impact**

There would be no impact to the state general fund.

**Interstate Compact**

Section 33-4104, Idaho code is the Interstate Compact on qualification of educational personnel and addresses the agreement to recognize the professional preparation and experience of educational personnel among the participating states. A review of the compact is done every five years. The review was done this past year by representatives from the participating states at

a recent meeting of the National Association of State Directors of Teacher Education and Certification (NASDTEC) and new language was developed for the compact. The current statute incorporates that actual language of the compact and will need to be updated to reflect the changes implemented by NASDTEC.

**Fiscal Impact**

There will be no state general fund fiscal impact.

**Health Education – Professional Studies Account**

This legislation will amend section 33-3721, Idaho code, removing reference to state appropriations for the health education programs being deposited to the “Professional Studies Account.” This account was created by an act of the Legislature in 1983, but the account was never formally set up in the State’s accounting system, so no state appropriations have been run through the account. Auditors have recommended that either Code be followed or be aligned with current practice. Staff cannot identify any value added by using the account for appropriated funds.

**Fiscal Impact**

There is no fiscal impact to any fund. This amendment would simply codify current practice.

**State Junior College Account**

This legislation will amend section 33-2139, and 2141 Idaho code to clarify that only liquor funds are deposited to the state junior college account, and that these funds are to be distributed by the liquor division directly to the community colleges on a quarterly basis.

**Fiscal Impact**

There is no fiscal impact to any fund.

**Opportunity Scholarship**

This legislation amends section 33-5608(4), Idaho code, to provide that up to \$50,000 in annual Opportunity Scholarship fund earnings may be used for costs related to administration of the program. Current law limits administrative funds to 5% of earnings (not to exceed \$75,000). Investment earnings on the fund have been consistent with national economic conditions for the past several years such that 5% does not generate funds sufficient to administer the program.

**Fiscal Impact**

There would be no impact to the state general fund. The amendment would reduce the potential impact to the Opportunity Scholarship fund from \$75,000 to \$50,000

**Online Course Definition**

Changes to section 33-1002A, Idaho code would amend the definition of an online course. The current language prohibits the teacher of an online course from being at the same location or school where the course is being taken. This language strictly interpreted could prohibit a teacher from loading course content into a learning management system in his or her office while a student or group of students are "on-line" completing assignment in a computer lab in the building and could decrease the efficiency in implementing the online learning graduation requirement for secondary students. The definition of on-line learning and on-line courses is more appropriately defined in administrative rule.

**Fiscal Impact**

There will be no fiscal impact to the general fund.

**Scholarship - Housekeeping**

Proposed amendments to section 33-4302 and 33-4302A, Idaho code would bring both scholarship programs into alignment increasing the efficiency in the management of the programs. Additionally proposed amendments will clarify the process for determining disability and eligibility.

**Fiscal Impact**

Proposed changes will limit the potential current liability to the state general fund.

**Charter School Funding**

This legislation would amend section 33-5208(1), Idaho code to add a provision that if enrollment growth estimated by a public charter school does not actually occur for three consecutive years, advance funding will no longer be made available to that public charter school. The intent of this legislation is to close a loophole permitting charter schools to inaccurately predict unlikely expansion in order to obtain advance funding to bolster cash flow over the summer, essentially using the current fiscal year's funding for the last fiscal year's expenses.

**Fiscal Impact**

There is no impact on the general fund. The amount of funding sent to a public charter school is based on average daily attendance; this legislation will affect the timing, but not the amount, of funds allocated to affected schools.

**Charter School Statute Clean-Up**

The proposed legislation would make a number of minor amendments to section 33-5208, Idaho code to establish more practical timelines for public hearings; clarify that the full record will be considered by a hearing officer in the event of an appeal regarding the denial of a charter petition; clarify the State Department of Education's role in providing technical assistance to petitioners and public charter schools; restructure the flow of information within the chapter to a more logical order; remove redundant and outdated language; and make corrections to grammar and verbiage to improve clarity and consistency.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

**Fiscal Impact**

There would be no impact to the state general fund.

**Charter School Growth Cap**

This legislation would amend section 33-5203(2)(a), Idaho code to remove the growth cap of six new public charter schools per year and one new public charter school per district per year. Section 33-5203(2)(e), Idaho code would also be amended to remove reference to the growth cap.

**Fiscal Impact**

There is no anticipated impact to the general fund. Historically charter school growth rates, together with the extensive nature of the charter petitioning process, indicate that removal of the cap will not result in an increased rate of growth in the number of public charter schools.

**Community College – Out of District Tuition**

Under section 33-2110A, Idaho code Idaho students who reside in an area outside of a community college district pay the same as in district students with the provision for their county of residence to make up the difference between in district and out of district tuition to the community college of attendance. The amount of county reimbursement is currently capped at no more than \$500 each semester for a full time student with a lifetime liability of \$3,000. The statute proscribes the use of liquor funds for this purpose. The proposed legislation would increase the per semester cap to \$1,000 and lifetime liability to \$6,000.

**Fiscal Impact**

The maximum liability of the county of residence would increase to the new limits. There would be no impact to the state general fund.

**ATTACHMENT**

Attachment 1 – Residency Classification – Military Personnel	Page 9
Attachment 2 – Rural Physician Incentive Fund	Page 13
Attachment 3 – Interstate Compact	Page 25
Attachment 4 – Health Education – Professional Studies Account	Page 35
Attachment 5 – State Junior College Account	Page 37
Attachment 6 – Opportunity Scholarship	Page 39
Attachment 7 – Online Course Definition	Page 41
Attachment 8 – Scholarship – Housekeeping	Page 43
Attachment 9 – Charter School Funding	Page 47
Attachment 10 – Charter School Statute Clean-Up	Page 51
Attachment 11 – Charter School Growth Cap	Page 71
Attachment 12 – Community College – Out of District Tuition	Page 73

**IMPACT**

Any Legislation not approved by the Board will be withdrawn from the Governor's legislative process. The Board office will continue to work with the Governor's Office, the Division of Financial Management and Legislative Services to finalize legislation prior to the start of the legislative session.

**STAFF COMMENTS AND RECOMMENDATIONS**

Charter School Legislation: The three pieces of legislation regarding charter schools was approved and submitted by the Idaho Public Charter School Commission. While historically charter school growth rates have indicated that the removal of the cap will not result in an increased rate of growth, removal of the cap could potentially increase the number of applications for authorization to a point where staff's ability to properly manage the potential number of applications could be impacted. Additionally, the removal of the "one new charter school" per district could be a financial burden to small districts if a number of new charter schools were to be approved in the same year within their district.

Additional changes to legislation may be necessary as the Board Office works with the various governmental entities prior to finalizing proposed legislative changes.

**BOARD ACTION**

**Residency Classification – Military Personnel**

I move to approve the proposed changes to section 33-3717B, Idaho Code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**Rural Physician Incentive Fund**

I move to approve the proposed changes necessary to move the administration of the Rural Physician Incentive Fund awards to the Department of Health and welfare as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**Interstate Compact**

I move to approve the proposed changes Section 33-4104, Idaho code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**Health Education – Professional Studies Account**

I move to approve the proposed changes to section 33-3721, Idaho code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**State Junior College Account**

I move to approve the proposed changes to section 33-2139, and 2141 Idaho code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**Opportunity Scholarship**

I move to approve the proposed changes to s section 33-5608(4), Idaho Code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**Online Course Definition**

I move to approve the proposed changes to section 33-1002A, Idaho code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**Scholarship – Housekeeping**

I move to approve the proposed changes to section 33-4302 and 33-4302A, Idaho code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**Charter School Funding**

I move to approve the proposed changes to section 33-5208(1), Idaho code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**Charter School Statute Clean-Up**

I move to approve the proposed changes Title 33 Chapter 52, Idaho code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**Charter School Growth Cap**

section 33-5203(2)(a), Idaho code

I move to approve the proposed changes to section 33-5203(2)(a) and section 33-5203(2)(e), Idaho code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

**Community College – Out of District Tuition**

I move to approve the proposed changes to section 33-2110A, Idaho code as submitted and to direct the Executive Director to make any non-substantive changes as necessary as the legislation moves forward through the Governor's legislative process.

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

THIS PAGE INTENTIONALLY LEFT BLANK



TITLE 33  
EDUCATION  
CHAPTER 37  
MISCELLANEOUS PROVISIONS RELATING TO STATE INSTITUTIONS OF  
LEARNING

33-3717B. Residency requirements. (1) For any public institution of higher education in Idaho, a "resident student" is:

(a) Any student who has one (1) or more parent or parents or court-appointed guardians who are domiciled in the state of Idaho, and the parent, parents or guardians provide at least fifty percent (50%) of the student's support. Domicile, as used in this section, means that individual's true, fixed and permanent home and place of habitation. It is the place where that individual intends to remain, and to which that individual expects to return when that individual leaves without intending to establish a new domicile elsewhere. To qualify under this section, the parent, parents or guardians must have maintained a bona fide domicile in the state of Idaho for at least twelve (12) months prior to the opening day of the term for which the student matriculates.

(b) Any student, who receives less than fifty percent (50%) of the student's support from a parent, parents or legal guardians and who has continuously resided and maintained a bona fide domicile in the state of Idaho primarily for purposes other than educational for twelve (12) months next preceding the opening day of the term during which the student proposes to attend the college or university.

(c) Subject to subsection (2) of this section, any student who is a graduate of an accredited secondary school in the state of Idaho, and who matriculates at a college or university in the state of Idaho during the term immediately following such graduation regardless of the residence of the student's parent or guardian.

(d) The spouse of a person who is classified, or is eligible for classification, as a resident of the state of Idaho for the purposes of attending a college or university.

(e) A member of the armed forces of the United States who entered service as an Idaho resident and who has maintained Idaho resident status, but is not stationed within the state of Idaho on military orders.

~~(ef)~~ A member of the armed forces of the United States, stationed in the state of Idaho on military orders.

~~(fg)~~ An officer or an enlisted member of the Idaho national guard.

~~(g) A student whose parent or guardian is a member of the armed forces and stationed in the state of Idaho on military orders and who receives fifty percent (50%) or more of support from parents or legal guardians. The student, while in continuous attendance, shall not lose that residence when the student's parent or guardian is transferred on military orders.~~

(h) A person separated, under honorable conditions, from the United States armed forces after at least two (2) years of service, who at the time of separation designates the state of Idaho as his intended domicile or who has Idaho as the home of record in service and enters a college or university in the state of Idaho within one (1) year of the date of separation, or who moves to Idaho for the purpose of establishing domicile; provided however, to maintain status as a resident student, such person must actively establish domicile in Idaho within one (1) year of matriculation in a public institution of higher education in Idaho. (i) The dependent child of a person who qualifies as a resident student under this paragraph subsections (1)(e) through (h) of this section, and who receives at least fifty percent (50%) support from such person, shall also be a resident student, and shall not lose that resident status if, after he or she enters a college or university in the state of Idaho, the parent or guardian is transferred out of the state of Idaho on military orders.

(ij) Any individual who has been domiciled in the state of Idaho, has qualified and would otherwise be qualified under the provisions of this statute and who is away from the state for a period of less than thirty (30) months and has not established legal residence elsewhere provided a twelve (12) month period of continuous residence has been established immediately prior to departure; provided however, time spent away from the state while enrolled in a postsecondary education program shall not be included in the thirty (30) months. Such time spent away from the state while enrolled shall include normal academic year breaks, such as summer breaks or breaks between semesters or quarters, that occur prior to the receipt of the postsecondary degree.

(jk) A student who is a member of any of the following Idaho Native American Indian tribes, regardless of current domicile, shall be considered an Idaho state resident for purposes of fees or tuition at institutions of higher education: members of the following Idaho Native American Indian tribes, whose traditional and customary tribal boundaries included portions of the state of Idaho, or whose Indian tribe was granted reserved lands within the state of Idaho: (i) Coeur d'Alene tribe; (ii) Shoshone-Paiute tribes; (iii) Nez Perce tribe; (iv) Shoshone-Bannock tribes; (v) Kootenai tribe.

(2) A "nonresident student" shall mean any student who does not qualify as a "resident student" under the provisions of subsection (1) of this section, and shall include:

(a) A student attending an institution in this state with the aid of financial assistance provided by another state or governmental unit or agency thereof, such nonresidency continuing for one (1) year after the completion of the semester for which such assistance is last provided.

(b) A person who is not a citizen of the United States of America, who does not have permanent or temporary resident status or does not hold "refugee-parolee" or "conditional entrant" status with the United States immigration and naturalization service or is not otherwise permanently residing in the United States under color of the law and who does not also meet and comply with all applicable requirements of this section.

(3) The establishment of a new domicile in Idaho by a person formerly domiciled in another state has occurred if such person is physically present in Idaho primarily for purposes other than educational and can show satisfactory proof that such person is without a present intention to return to such other state or to acquire a domicile at some other place outside of Idaho. A student who is enrolled for more than eight (8) hours in any semester or quarter during a twelve (12) month period shall be presumed to be in Idaho for primarily educational purposes. Such period of enrollment shall not be counted toward the establishment of a bona fide domicile in this state unless the student proves, in fact, establishment of a bona fide domicile in this state primarily for purposes other than educational. Institutions determining whether a student is domiciled in the state of Idaho primarily for purposes other than educational shall consider, but shall not be limited to, the following factors:

(a) Any of the following, if done for at least twelve (12) months before the term in which the student proposes to enroll as a resident student, proves the establishment and maintenance of domicile in Idaho for purposes other than educational and supports classification of a student as an Idaho resident:

(i) Filing of Idaho state income tax returns covering a period of at least twelve (12) months before the term in which the student proposes to enroll as a resident student;

(ii) Permanent full-time employment or the hourly equivalent thereof in the state of Idaho; or

(iii) Ownership by the student of the student's living quarters.

(b) The following, if done for at least twelve (12) months before the term in which the student proposes to enroll as a resident student, lend support to domiciliary intent and the absence of which indicates a lack of domiciliary intent. By themselves, the following do not constitute sufficient evidence of the establishment and maintenance of a domicile in Idaho for purposes other than educational:

(i) Registration and payment of Idaho taxes or fees on a motor vehicle, mobile home, travel trailer or other item of personal property for which state registration and the payment of a state tax or fee is required;

(ii) Registration to vote for state elected officials in Idaho at a general election;

(iii) Holding an Idaho driver's license;

(iv) Evidence of abandonment of a previous domicile;

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

- (v) Presence of household goods in Idaho;
- (vi) Establishment of accounts with Idaho financial institutions; and
- (vii) Other similar factors indicating intent to be domiciled in Idaho and the maintenance of such domicile.

(4) The state board of education and the board of regents of the university of Idaho shall adopt uniform and standard rules applicable to all state colleges and universities now or hereafter established to determine resident status of any student and to establish procedures for review of that status.

(5) Appeal from a final determination denying resident status may be initiated by the filing of an action in the district court of the county in which the affected college or university is located; an appeal from the district court shall lie as in all civil actions.

(6) Nothing contained herein shall prevent the state board of education and the board of regents of the university of Idaho from establishing quotas, standards for admission, standards for readmission, or other terms and requirements governing persons who are not residents for purposes of higher education.

(7) For students who apply for special graduate and professional programs including, but not limited to, the WWAMI (Washington, Wyoming, Alaska, Montana, Idaho) regional medical program, the WICHE student exchange programs, Creighton university school of dental science, the university of Utah college of medicine, and the Washington, Oregon, Idaho (WOI) regional program in veterinary medical education, no applicant shall be certified or otherwise designated as a beneficiary of such special program who has not been a resident of the state of Idaho for at least one (1) calendar year previous to the application date.

SECTION 1.

TITLE 33  
EDUCATION  
CHAPTER 37  
MISCELLANEOUS PROVISIONS RELATING TO STATE INSTITUTIONS OF  
LEARNING

33-3723. Rural physician incentive fee assessment. The state board of education may assess a fee to students preparing to be physicians in the fields of medicine or osteopathic medicine who are supported by the state pursuant to an interstate compact for a professional education program in those fields, as those fields are defined by the compact. Money is also payable into the fund from state appropriations, from private contributions, from gifts and grants, and from other sources. Income and earnings on the fund shall be returned to the fund. The fee may not exceed an amount equal to four percent (4%) of the annual average medicine support fee paid by the state. The fee must be assessed by the board and deposited in the rural health care access and physician incentive fund established in section ~~33-3724~~39-5902, Idaho Code to be administered by the department of health and welfare, through the Idaho rural health care access program. The expenses of administering the physician incentive fund portion of the rural health care access and physician incentive fund shall not exceed ten percent (10%) of the annual fees assessed pursuant to this section.

~~33-3724. Rural physician incentive fund. There is hereby created the rural physician incentive fund in the state treasury. Money is payable into the fund as provided in section ~~33-3723~~, Idaho Code. Money is also payable into the fund from state appropriations, from private contributions, from gifts and grants, and from any other source. Income and earnings on the fund shall be returned to the fund. The state board of education shall administer the fund as provided by section ~~33-3725~~, Idaho Code. The state board of education shall identify an oversight committee made up of knowledgeable individuals or organizations to assist in the administration of this fund. Members of this oversight committee should come from the Idaho hospital association, Idaho medical association, office of rural health, Idaho rural health education center, medical student program administrators and others as appropriate.~~

~~33-3725. Incentive payments from fund. The moneys in the rural physician incentive fund are hereby appropriated for the uses of the fund. The state board of education may use the moneys to pay:~~

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

~~(1) The educational debts of rural physicians who practice primary care medicine in medically underserved areas of the state that demonstrate a need for assistance in physician recruitment; and~~

~~(2) The expenses of administering the rural physician incentive program. The expenses of administering the program shall not exceed ten percent (10%) of the annual fees assessed pursuant to section 33-3723, Idaho Code.~~

~~The board, through the oversight committee, shall establish procedures for determining the areas of the state that qualify for assistance in physician recruitment. An eligible area must demonstrate that a physician shortage exists or that the area has been unsuccessful in recruiting physicians by other mechanisms.~~

~~A physician from an area determined to be eligible under this section may apply to the board for payment of an educational debt directly related to a professional school. Physicians who have paid the fee authorized in section 33-3723, Idaho Code, shall be given a preference over other applicants. To receive the educational debt payments, the physician shall sign an annual contract with the board. The contract must provide that the physician is liable for the payments if the physician ceases to practice in the eligible area during the contract period.~~

~~The maximum amount of educational debt payment that a rural physician may receive is fifty thousand dollars (\$50,000) over a five (5) year period. The board may structure the payment schedule to make greater payments in the later years.~~

~~When determining an applicant's eligibility, the state board of education may give preference to those applicants who have paid into the rural physician incentive fund pursuant to section 33-3723, Idaho Code, but shall not exclude from consideration applicants who have not contributed to the fund.~~

**SECTION 2. TITLE 39, HEALTH AND SAFETY, CHAPTER 59. IDAHO RURAL HEALTH CARE ACCESS PROGRAM**

**39-5902. RURAL HEALTH CARE ACCESS AND PHYSICIAN INCENTIVE FUND. (1)**

There is hereby created in the state treasury a fund known as the "Rural Health Care Access Fund, and Physician Incentive Fund." Subject to appropriation by the legislature and receipt of rural physician assessment fees established in section 33-3723 Idaho code, moneys in the fund shall be used exclusively for the purpose of grants for improving access to primary care medical services including physician loan repayment in areas designated as primary care health professional shortage areas and medically underserved areas and their administration pursuant to this chapter.

**39-5903. Definitions. As used in this chapter:**

(1) "Applicant" means an entity submitting documents required by the rural health care access program for the purpose of requesting a grant from the rural health care access fund.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

(2) "Application period" means the time period from July 1 to August 30 of the state fiscal year for which funding is requested.

(3) "Approval" means written notification that the application will be awarded funding through the rural health care access fund.

(4) "Board" means the joint health care access and physician incentive grant program review board.

(5) "Community sponsoring organization" means a hospital, medical clinic or other medical organization which is located in an eligible area and that employs physicians for purposes of providing primary care medical services to patients.

(56) "Department" means the department of health and welfare.

(67) "Director" means the director of the department of health and welfare.

(8) "Eligible area," for physician incentive grants, means a medically underserved area of Idaho, further defined to mean an area designated by the U.S. Secretary of Health and Human Services as a health professional shortage area.

(79) "Grant period" means the time immediately following the application period from July 1 through June 30 (state fiscal year) for which funding is granted.

(810) "Nurse practitioner" means a health care provider licensed pursuant to chapter 14, title 54, Idaho Code.

(911) "Oral health care provider" means a dentist or dental hygienist licensed pursuant to chapter 9, title 54, Idaho Code.

(102) "Physician assistant" means a health care provider licensed pursuant to chapter 18, title 54, Idaho Code.

(143) "Primary care," for purposes of rural health care access grants, means the provision of professional comprehensive health services, including oral health care services, that includes health education and disease prevention, initial assessment of health problems, treatment of acute care and chronic health problems, and the overall management of an individual's or family's health care services as provided by an Idaho licensed internist, obstetrician, gynecologist, pediatrician, family practitioner, general practitioner, dentist, dental hygienist, nurse practitioner or physician assistant. It provides the initial contact for health services and referral for secondary and tertiary care.

(14) "Primary care medicine," for purposes of physician incentive grants, means family medicine, general internal medicine, and general pediatrics, but if there is a demonstrated high level of need in an eligible area, as determined by the board, may also include obstetrics and gynecology, general psychiatry, general surgery and emergency medicine.

(125) "Primary care health professional shortage area" means a geographic area or population group which the U.S. secretary of health and human services has determined is underserved by primary care health professional(s).

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

(136) "Medically underserved area" means a geographic area which the U.S. secretary of health and human services has determined is underserved by primary care health professional(s).

(17) "Qualified medical education debt" means a debt with a financial aid program or financial institution incurred to meet the educational costs of attending a medical school.

(148) "Rural health care access grant" means a grant awarded pursuant to this chapter.

(159) "Rural health care access program" means the program that administers the rural health care access fund and the rural physician incentive fund.

(20) "Rural physician," for purposes of physician incentive grants, means a licensed Idaho physician, MD or DO, who spends a minimum of twenty-eight (28) hours per week, on average, providing primary care medicine services to patients in an eligible area.

\_\_\_\_\_ (21) "Rural physician incentive fee" means the fee assessed by the state to students preparing to be physicians in the fields of medicine or osteopathic medicine who are supported by the state pursuant to an interstate compact for professional education in those fields, as those fields are defined by the compact.

(22) "Rural physician incentive fund" means the special revenue account in the state treasury created pursuant to Section 33-3723, Idaho Code, relating to the Rural Health Care Access and Physician Incentive Program.

**39-5904. JOINT HEALTH CARE ACCESS AND PHYSICIAN INCENTIVE GRANT REVIEW BOARD.**

(1) The director shall appoint the members of a board to be known as the joint health care access and physician incentive grant review board, who shall serve at the pleasure of the director. Board members shall not be compensated, but shall be reimbursed for travel expenses incurred for attendance at board meetings.

(2) The board shall meet at least annually, for the purposes described in this chapter.

(3) The board shall be composed of the following: a representative from the Idaho academy of family physicians, a representative from the nurse practitioner conference group, a rural hospital administrator, a representative from the physician



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

assistant association, ~~the health resources section supervisor~~ a representative from the office of rural health, division of public health, a faculty member from one (1) of the Idaho family medicine residency programs, an Idaho medical association representative, an Idaho hospital association representative, an Idaho primary care association representative, an Idaho area health education center representative, a medical student program administrator representative from each state supported program, and an Idaho association of counties representative.

(4) Appointments to the board shall be for three (3) years. Board members may be reappointed at the end of each three (3) year period. Initial appointments shall be staggered in such a manner that approximately one-third (1/3) are appointed for one (1) year, one-third (1/3) are appointed for two (2) years, and one-third (1/3) are appointed for three (3) years.

(5) A majority of the board members constitutes a quorum for the transaction of business. A majority vote is required by the quorum in finalizing decisions.

39-5905. SCOPE OF RURAL HEALTH CARE ACCESS AND PHYSICIAN INCENTIVE GRANT SUPPORT. The board may award grants, in accordance with the procedures and criteria in this chapter, to governmental and nonprofit entities and to physicians' for qualified medical education debt repayments for the purpose of improving access to primary health care services to rural and underserved areas and for physician loan repayment.

(1) Rural health care access grant awards:

(a) Individual grant awards will be limited to a total of thirty-five thousand dollars (\$35,000), direct and indirect costs, per year.

~~(2)~~(b) Applicants may propose projects for funding for up to three (3) years.

~~(a)~~(i) Continued funding for projects beyond the first grant year, years two (2) and three (3), shall be subject to the appropriation of funds and grantee performance.

~~(b)~~(ii) No project may be funded for more than a total of three (3) years.

~~(c)~~(iii) Any unused grant funds shall be returned to the rural health care access fund by the applicant no later than August 30 of the grant period.

~~(3)~~(c) No funds awarded under a grant may be used for purchase, construction, renovation or improvement of real property or for projects which are solely or

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

predominantly designed for the purchase of equipment. Use of funds for the purchase of equipment may be allowed when such equipment is an essential component of a program. However, the purchase of equipment may not represent more than forty percent (40%) of the total annual share of a proposal. Indirect costs shall not exceed fifteen percent (15%) of the total project.

(2) Physician incentive grant awards:

(a) A physician selected to receive a Rural Physician Incentive grant award shall be entitled to receive qualified medical education debt repayments for a period not to exceed four (4) years in such amount as is determined annually.

(b) Award amounts shall be established annually based on recommendations of the Joint Health Care Access and Physician Incentive Grant Review Board utilizing such factors as availability of funding, the number of new applicants, and the hours an award recipient will devote to providing primary care medicine in an eligible area.

(c) The award shall not exceed the qualified medical education debt incurred by the recipient, and the maximum amount of educational debt repayments that a rural physician may receive shall be fifty thousand dollars (\$50,000) over such four (4) year period.

(d) The total of all awards from the rural physician incentive fund contractually committed in a year shall not exceed the annual amount deposited in the rural physician incentive fund that same year.

(e) An award payment to a recipient in a single year is not guaranteed or assured in subsequent years and may be increased or reduced.

**39-5906 CATEGORIES OF RURAL HEALTH CARE ACCESS AND PHYSICIAN INCENTIVE GRANTS.**

(1) There are ~~four (4)~~ three (3) categories of rural health care access grant assistance:

~~Recruitment and retention of primary care providers --- Grant funds may be used for loan repayment for primary care providers, recruitment incentive, and/or reimbursement of relocation expenses for primary care providers.~~

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

~~(2)(a)~~ Telehealth projects -- Grant funds may be used for projects that involve the use of telecommunications technologies for distance learning and for projects to improve access to care for rural communities.

~~(3)(b)~~ Community development projects -- Grant funds may be used for health needs assessments, marketplace analysis, financial analysis and strategic planning activities.

~~(4)(c)~~ Other -- Communities may choose to apply for funds for activities that they have identified and determined will help to improve access to primary care in rural areas, including loan repayment for primary care providers, recruitment incentive, and/or reimbursement of relocation expenses for primary care providers.

(2) Physician incentive payments -- Grants are limited to loan repayment for physicians providing primary care medicine in eligible areas.

39-5907.ELIGIBILITY FOR GRANTS. GENERAL: Applicants must meet the following requirements:

(1) Rural Health Care Access Grant Awards

(a) The geographical area to be benefitted must be located in a current primary care or dental health professional shortage area or a medically underserved area.

~~(2)(b) Applicant must be a governmental entity, a nonprofit entity registered with the Idaho secretary of state, or a qualifying physician's leading institution.~~

**(2) Rural Physician Incentive Grant Awards**

(a) A physician who meets the following requirements is eligible to apply for a Rural Physician Incentive Program award.

(b) During the period covered by the award, the physician must be a rural physician providing primary care medicine in an eligible area. A physician may provide patient care services in primary care medicine in more than one (1) eligible area.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

(c) The physician must be a Doctor of Medicine (M.D.) or Doctor of Osteopathic Medicine (D.O.) and have completed an Accreditation Council of Graduate Medical Education or American Osteopathic Association residency;

(d) The physician must be Idaho Medical Board certified/Board eligible, be eligible for an unrestricted Idaho medical license, and be able to meet the medical staffing requirements of the sponsoring organization when applicable; and

(e) The physician must accept Medicare and Medicaid patients within the capacity of his or her primary care medicine practice.

(f) Physicians who have paid the fee authorized in section 33-3723, Idaho Code, shall be given a preference over other applicants.

(g) Ineligibility. A physician shall not be entitled to receive an award under this program if the physician is receiving payments for purposes of repaying qualified medical education debt from another state or from a federal debt repayment program.

39-5908. RURAL HEALTH CARE ACCESS AND PHYSICIAN INCENTIVE APPLICATION REQUIRED. (1) A completed ~~rural health care access~~ grant application must be submitted by the applicant for the purpose of requesting a grant or contract, on or before the conclusion of the application period specified for the appropriate grant cycle.

(2) ~~Each application shall include;~~ General: All applications must include the required information. The grant application and any attachments submitted by the applicant shall be the primary source of information for awarding a grant. Additionally, the board may request and/or use other information known to them in making their decision.

(3) Rural Health Care Access application shall include:

- (a) Geographical area of need;
- (b) Individual or entity requesting funds;
- (c) Narrative description of the methods to be used to address needs and demonstrate the potential of the project to improve access to health care services in the community;
- (d) Identification of measurable goals, objectives to be used to reach the goals, and the resources necessary to complete each activity;

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

- (e) Estimation of how long it will take to accomplish the individual activities of the project;
- (f) Demonstrated community and organizational support for the project;
- (g) County or local governmental endorsement;
- (h) Operating budget including:
  - (i) Proportion of operating budget, if any, the applicant proposes to match with the rural health care access grant funds;
  - (ii) Documentation of one (1) or more vendor price quotes for all proposed equipment purchases;
  - (iii) Contact person for verification of fiscal information;
- (i) Federal tax identification number; and
- (j) Other information required by the board.

~~(34) All applications must include the required information.~~ Rural Physician Incentive Application shall include:

(a) Applications must be on a form prescribed by the Rural Health Care Access and Physician Incentive Board; and

(b) Applications must include a letter of support, along with supporting documentation;

~~(4) The grant application and any attachments submitted by the applicant shall be the primary source of information for awarding a grant. Additionally, the board may requests and/or use other information known to them in making their decision.~~

39-5909 RURAL HEALTH CARE ACCESS AND PHYSICIAN INCENTIVE GRANT AWARD SCHEDULE. The board shall conduct the grant process in accordance with the following schedule:

(1) The rural health care access ~~director~~ and physician incentive program manager will generate, and make available, a list of areas eligible for potential grant assistance no later than May 1 prior to the application period.

(2) The rural health care access ~~director~~ and physician incentive program manager shall develop an application form and make guidance available no later than July 1 which shall initiate the application period prior to the grant period.

(3) The completed application shall be submitted no later than August 30 of the application period.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

(4) The board shall issue notification to every applicant regarding the disposition of their grant request by October 30 prior to the grant period.

(5) Funds for approved rural health care access grants shall be disbursed during November of that grant period or over the course of the current grant year as funds become available.

(6) Funds for approved rural physician incentive grants shall be disbursed upon completion of six months of service in an eligible area during the initial grant period, and annually thereafter upon completion of a twelve month term of service in an eligible area.

39-5910. RURAL HEALTH CARE ACCESS AND PHYSICIAN INCENTIVE AWARD  
CRITERIA. ~~The board shall award grants based on the following weighted criteria:~~

(1) Rural Health Care Access awards shall be made by the board based on ranking following weighted criteria:

(a)Background of bidding organization. The applicant must show adequate experience, knowledge, and qualifications to adequately perform the scope of work: weight = 10%;

(2b)Community and organizational support. The applicant must demonstrate community and organizational support for the project: weight = 15%;

(3c)Specificity and clarity of scope of project. The proposal will be evaluated based on the extent to which the goals and objectives are specific, measurable, and relevant to the purpose of the proposal and the activities planned to accomplish those objectives are germane and can be sustained beyond the grant time frame. Additionally, there must be a demonstrated need for and lack of availability of funds from other sources to address the primary health care needs of the defined area of service: weight = 35%;

(4d) Monitoring and evaluation. The proposal will be evaluated based on the extent to which the monitoring and evaluation system will document program or activity progress and measure effectiveness: weight = 15%;

(5e) Budget. The proposal will be evaluated based on the extent to which a detailed itemized budget and justification are consistent with stated objectives and planned program activities: weight = 25%;[.]

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

(2) Physician Incentive awards shall be made by the board based on ranking and priority of applicants in accordance with the following criteria:

(a) Priority selection for physicians who were Idaho-resident students and were assessed the rural physician incentive fee and paid into the fund, followed by physicians who were Idaho-residents prior to completing medical school out of the state and who did not contribute to the fund, followed by physicians from other states who were not Idaho-residents;

(b) Demonstrated physician shortage in the eligible area to be benefitted;

(c) Demonstrated physician recruiting difficulties in the eligible area to be benefitted;

(d) Support of the medical community and community leaders in the eligible area;

(e) Relevant Factors. In reviewing and weighing these criteria, all relevant factors shall be considered; and

(f) Debt Payments Not Accepted. If a physician selected for an award of debt payments does not accept the award in the manner provided in this statute, then the award shall be awarded to the next eligible applicant who has not received an award.

(g) The physician is liable for the payments if the physician ceases to practice in the eligible area during the contract period.

~~39-5910. NEGOTIATION. The board shall have the authority to negotiate the amount of the grant award and any potential continuation, not to exceed a total of three (3) years.~~

**THIS PAGE INTENTIONALLY LEFT BLANK**



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

TITLE 33  
EDUCATION  
CHAPTER 41  
INTERSTATE COMPACTS

33-4104. Interstate ~~compact agreement~~ on qualification of educational personnel. ~~The interstate agreement on qualification of educational personnel is hereby enacted into law and entered into with all jurisdictions legally joining therein,~~as outlined in the National Association of State Directors of Teacher Education and Certification (NASDTEC) Interstate Agreement , 2010 - 2015 in the form substantially as follows:

ARTICLE I, PURPOSE, ~~FINDINGS, AND POLICY.~~

~~(1) The states party to this agreement, desiring by common action to improve their respective school systems by utilizing the teacher or other professional educational person wherever educated, declare that it is the policy of each of them, on the basis of cooperation with one another, to take advantage of the preparation and experience of such persons wherever gained, thereby serving the best interests of society, of education, and of the teaching profession. It is the purpose of this agreement to provide for the development and execution of such programs of cooperation as will facilitate the movement of teachers and other professional educational personnel among the states party to it, and to authorize specific interstate educational personnel contracts to achieve that end.~~

~~(2) The party states find that included in the large movement of population among all sections of the nation are qualified educational personnel who move for family and other personal reasons but who are hindered in using their professional skill and experience in their new locations. Variations from state to state in requirements for qualifying educational personnel discourage such personnel from taking the steps necessary to qualify in other states. As a consequence, a significant number of professionally prepared and experienced educators is lost to our school systems. Facilitating the employment of qualified educational personnel, without reference to their states or origin, can increase the availability of educational manpower.~~

The purpose of this Interstate Agreement is to provide a mechanism to inform the Membership and the public of Jurisdiction- Specific Requirements for educator licensure in each Member Jurisdiction.

ARTICLE II, ~~DEFINITIONS.~~ ASSUMPTIONS

~~As used in this agreement and contracts made pursuant to it, unless the context clearly requires otherwise:~~

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

- ~~(1) "Educational personnel" means persons who must meet requirements pursuant to state law as a condition of employment in educational programs.~~
- ~~(2) "Designated state official" means the education official of a state selected by that state to negotiate and enter into, on behalf of his state, contracts pursuant to this agreement.~~
- ~~(3) "Accept," or any variant thereof, means to recognize and give effect to one or more determinations of another state relating to the qualifications of educational personnel in lieu of making or requiring a like determination that would otherwise be required by or pursuant to the laws of a receiving state.~~
- ~~(4) "State" means a state, territory, or possession of the United States; the District of Columbia; or the Commonwealth of Puerto Rico.~~
- ~~(5) "Originating state" means a state (and the subdivision thereof, if any) whose determination that certain educational personnel are qualified to be employed for specific duties in schools is acceptable in accordance with the terms of a contract made pursuant to Article III.~~
- ~~(6) "Receiving state" means a state (and the subdivision thereof) which accepts education [educational] personnel in accordance with the terms of a contract made pursuant to Article III.~~

(1) Education is a regulated profession.

(2) Each Member Jurisdiction has the authority to establish professional and ethical standards for preparation, licensure and continuing development of educators.

(3) Each Member Jurisdiction has the responsibility to adhere to federal requirements and guidelines regarding the qualification of educators.

(4) Understanding licensure requirements of the different Member Jurisdictions facilitates professional educator mobility.

(5) The term "reciprocity" is often inappropriately applied to educator mobility between Member Jurisdictions.

(6) As licensure criteria differ from Member Jurisdiction to Member Jurisdiction, an educator's license from one Member Jurisdiction is not automatically "exchanged" for a license in another Member Jurisdiction.

(7) Minimum essential components of an approved educator preparation program are completion of a:

- (a) bachelor's degree (either prior to admission to the program or as part of the program);
- (b) supervised clinical practice; and
- (c) planned program of study.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

A Member Jurisdiction may impose additional components to meet its own standards.

(8) Recognition of national certification of educators, for example the National Board for Professional Teaching Standards, is at the discretion of Member Jurisdictions.

(9) The terms defined in this Interstate Agreement provide a common vocabulary which Member Jurisdictions agree to use in disseminating information nationally and internationally.

(10) The Interstate Agreement is not intended to alter, amend or regulate individual Member Jurisdiction licensure requirements.

**ARTICLE III, ~~INTERSTATE EDUCATIONAL PERSONNEL CONTRACTS.~~**

**DEFINITIONS**

~~(1) The designated state official of a party state may make one or more contracts on behalf of his state with one or more other party states providing for the acceptance of educational personnel. Any such contract for the period of its duration shall be applicable to and binding on the states whose designated state officials enter into it, and the subdivisions of those states, with the same force and effect as if incorporated in this agreement. A designated state official may enter into a contract pursuant to this article only with states in which he finds that there are programs of education, certification standards or other acceptable qualifications that assure preparation or qualification of educational personnel on a basis sufficiently comparable, even though not identical to that prevailing in his own state.~~

~~(2) Any such contract shall provide for:~~

~~a. Its duration.~~

~~b. The criteria to be applied by an originating state in qualifying educational personnel for acceptance by a receiving state.~~

~~c. Such waivers, substitutions, and conditional acceptances as shall aid the practical effectuation of the contract without sacrifice on basic educational standards.~~

~~d. Any other necessary matters.~~

~~(3) No contract made pursuant to this agreement shall be for a term longer than five (5) years but any such contract may be renewed for like or lesser periods.~~

~~(4) Any contract dealing with acceptance of educational personnel on the basis of their having completed an educational program shall specify the earliest date or dates on which originating state approval of the program or programs involved can have occurred. No contract made pursuant to this agreement shall require acceptance by a receiving state of any persons qualified because of successful completion of a program prior to January 1, 1954.~~

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

~~(5) The certification or other acceptance of a person who has been accepted pursuant to the terms of a contract shall not be revoked or otherwise impaired because the contract has expired or been terminated. However, any certificate or other qualifying document may be revoked or suspended on any ground which would be sufficient for revocation or suspension of a certificate or other qualifying document initially granted or approved in the receiving state.~~

~~(6) A contract committee composed of the designated state officials of contracting states or their representatives shall keep the contract under continuous review, study means of improving its administration, and report no less frequently than once a year to the heads of the appropriate education agencies of the contracting states.~~

For purposes of this Interstate Agreement, the following terms are defined as:

(1) **“Accredited Institution”** means a college or university which awards a baccalaureate or higher degree and, if located within the United States, is fully accredited by one of the following regional accrediting bodies:

- (a) Middle States Association of Colleges and Schools;
- (b) New England Association of Schools and Colleges;
- (c) North Central Association of Colleges and Schools;
- (d) Northwest Association of Schools and Colleges;
- (e) Southern Association of Colleges and Schools; and
- (f) Western Association of Schools and Colleges.

If the college or university does not have regional accreditation as detailed above, consideration of the educator for licensure is at the discretion of the Member Jurisdiction.

(2) **“Administrator”** means an educator whose primary duties may include :

- (a) the supervision of programs or curriculum; or
- (b) supervision or management of a local educational agency, a school building, a school program, or a school system.

(3) **“Approved program”** means a planned program of study leading to licensure in the appropriate Member Jurisdiction. Approved programs may be either traditional or non-traditional. A non-traditional program is a post-baccalaureate program in which the candidate may be employed as an educator prior to completion of the program, as defined by the USDOE.

<b>TEACHER</b>	<i>Traditional Program</i>	<i>Non-Traditional Program</i>
<u><b>Rigorous Admission Standards</b></u>	<u>Yes</u>	<u>Yes—including a bachelor's degree earned prior to admission</u>
<u><b>Conferred Degree Upon Program Completion</b></u>	<u>Yes or No</u>	<u>Yes or No</u>
<u><b>Delivered By An IHE</b></u>	<u>Yes</u>	<u>Yes or No</u>
<u><b>Supervised Clinical</b></u>	<u>Yes</u>	<u>Yes but may differ from a</u>

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

<u>Practice</u>		<u>traditional program</u>
<u>May Be Employed As An Educator While Completing Program</u>	<u>No</u>	<u>Yes</u>
<b>ADMINISTRATOR</b>	<u>Traditional Program</u>	<u>Non-Traditional Program</u>
<u>Rigorous Admission Standards</u>	<u>Yes—including a bachelor's degree or higher earned prior to admission</u>	<u>Yes—including a bachelor's degree or higher earned prior to admission</u>
<u>Conferred Degree Upon Program Completion</u>	<u>Yes or No</u>	<u>Yes or No</u>
<u>Delivered By An IHE</u>	<u>Yes</u>	<u>Yes or No</u>
<u>Supervised Clinical Practice</u>	<u>Yes</u>	<u>Yes but may differ from a traditional program</u>
<u>May Be Employed As An Educator While Completing Program</u>	<u>Yes or No</u>	<u>Yes</u>

A program approved in one Member Jurisdiction may not lead to licensure in another Member Jurisdiction.

(4) “**Educator**” is categorized as a teacher, administrator or support professional who may be required by the Member Jurisdiction to hold a license. A Member Jurisdiction may recognize additional categories of licensure (e.g. Career and Technical educators) not addressed by this Interstate Agreement.

(5) “**Experience**” means employment and licensure as required by the Member Jurisdiction.

(6) “**Jurisdiction-specific requirement**” (JSR) means any criterion beyond the minimum essential components required by a Member Jurisdiction for licensure. The following is a non-inclusive list of JSRs:

- (a) grade-point average;
- (b) testing or other forms of assessment;
- (c) mentoring;
- (d) supervised and evaluated pre-service or professional experience;
- (e) course delivery methodology;
- (f) program approval comparability;
- (g) specific coursework;
- (h) valid license, as defined by the Receiving Member Jurisdiction,
- (i) post-baccalaureate coursework or degrees;
- (j) continuing professional development;
- (k) moral fitness or character; or
- (l) citizenship.

(7) “**Stages of Administrator License**” are described below and are general categories of licensure. Member Jurisdictions may or may not offer these stages of licensure or require licensure to be eligible for certain school administrator work assignments.

(a) “**Stage 1 Administrator License**” means a license issued to an individual who holds a minimum of a Bachelor’s degree, has met approved school administrator preparation program admission requirements, but has not met the jurisdiction specific requirements of the issuing Member Jurisdiction.

(b) “**Stage 2 Adminstrator License**” means a license issued to an individual who has completed an approved school administrator preparation program, but has not met the jurisdiction-specific requirements for a Stage 3 license of the issuing Member Jurisdiction.

(c) “**Stage 3 Administrator License**” means a license issued to an individual who holds a minimum of a Master’s degree and has met all Jurisdiction Specific Requirements for licensure, including endorsements when applicable.

(8) “**Stages of Teacher Licensure**” are described below and are general categories of licensure. Member Jurisdictions may or may not have licenses available in each stage.

(a) “**Stage 1 Teacher License**” means a license issued to an individual who holds a minimum of a Bachelor’s degree, has met approved teacher preparation program admission requirements, but has not met the jurisdiction-specific requirements of the issuing Member Jurisdiction.

(b) “**Stage 2 Teacher License**” means a license issued to an individual who holds a minimum of a Bachelor’s degree, has completed an approved teacher preparation program, but has not met the jurisdiction-specific requirements for a Stage 3 license of the issuing Member Jurisdiction.

(c) “**Stage 3 Teacher License**” means a license issued to an individual who holds a minimum of a Bachelor’s degree, has completed an approved teacher preparation program and has met all jurisdiction-specific requirements of the issuing Member Jurisdiction.

(d) “**Stage 4 Teacher License**” means a license issued to an individual who holds a minimum of a Master’s degree or the equivalent, has completed an approved teacher preparation program and has met any jurisdiction-specific requirements beyond those required for the Stage 3 License of the issuing Member Jurisdiction.

(9) “**License**” means certificate, credential or other similar term designated by the Member Jurisdiction.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

(10) **"Member Jurisdiction"** means an entity which is a voting member of NASDTEC.

(11) **"School"** means an institution, other than a home school, which offers instruction for students of any grade, birth-Grade 12, which satisfies the compulsory attendance requirements of the Member Jurisdiction in which the institution is located.

(12) **"Support Professional"** means a person, other than a teacher or administrator, who is required to hold an educator license based upon at least a bachelor's degree.

(13) **"Teacher"** means a person whose primary responsibility is to instruct students or as otherwise defined by the Member Jurisdiction.

**ARTICLE IV, ~~APPROVED AND ACCEPTED PROGRAMS~~, DUTIES OF MEMBER JURISDICTIONS.**

~~(1) Nothing in this agreement shall be construed to repeal or otherwise modify any law or regulation of a party state relating to the approval of programs of educational preparation having effect solely on the qualification of educational personnel within the state.~~

~~(2) To the extent that contracts made pursuant to this agreement deal with the educational requirements for the proper qualification of educational personnel, acceptance of a program of educational preparation shall be in accordance with such procedures and requirements as may be provided in the applicable contracts.~~

In signing this Interstate Agreement, Member Jurisdictions agree to:

(1) Adopt and enforce quality standards for approved programs;

(2) Maintain and publish a current listing of programs approved within the Member Jurisdiction;

(3) Apply Jurisdiction-Specific Requirements equitably to applicants completing approved programs in any other Member Jurisdiction;

(4) Agree in principle to the "Assumptions" set forth in this Interstate Agreement;

(5) Agree in principle to the "Minimum Essential Components";

(6) In addition to the signing the NASDTEC Interstate Agreement for Educator Licensure, each Member Jurisdiction signs the NASDTEC Educator Information Clearinghouse Agreement, agreeing to notify the NASDTEC Educator Information Clearinghouse immediately upon denial, suspension, revocation, or surrender of an educator's License for reasons other than failing to meet academic requirements.

**ARTICLE V, ~~INTERSTATE COOPERATION~~, PROCEDURE FOR MEMBER PARTICIPATION**

~~The party states agree that:~~

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

~~(1) They will, so far as practicable, prefer the making of multi-lateral contracts pursuant to article III of this agreement.~~

~~(2) They will facilitate and strengthen cooperation in interstate certification and other elements of educational personnel qualifications and for this purpose shall cooperate with agencies, organizations, and associations interested in certification and other elements of educational personnel qualifications.~~

(1) Each Member Jurisdiction shall complete a Jurisdiction-Specific Requirement (JSR) Index for each educator category in the form and timeframe as directed by the NASDTEC Executive Director.

(2) Each Member Jurisdiction shall revise the Jurisdiction-Specific Requirement Index immediately in the event that its licensure criteria are amended or modified.

(3) The NASDTEC Executive Director shall compile a Master Index reflecting all Member Jurisdiction's Jurisdiction-Specific Requirements for distribution and for posting on the NASDTEC web site.

**ARTICLE VI, ~~AGREEMENT EVALUATION~~, DURATION OF THE INTERSTATE AGREEMENT**

~~The designated state officials of any party states may meet from time to time as a group to evaluate progress under the agreement, and to formulate recommendations for changes.~~

(1) This Interstate Agreement shall have duration until September 30 of each year ending in a five or a zero, unless terminated as provided below. The Interstate Agreement shall be automatically renewed in the then-current format for each subsequent five-year period unless written notice of intent not to renew is given to the Executive Director of NASDTEC by July 1 of the final year of an Interstate Agreement period.

(2) A Member Jurisdiction may withdraw from the Interstate Agreement upon one year's written notice to the Executive Director of NASDTEC who shall in turn notify all other affected Member Jurisdictions. It shall be incumbent upon the Executive Director to notify other Member Jurisdictions.

**ARTICLE VII, ~~OTHER ARRANGEMENTS~~, MISCELLANEOUS TERMS**

~~Nothing in this agreement shall be construed to prevent or inhibit other arrangements or practices of any party state or states to facilitate the interchange of educational personnel.~~

(1) The NASDTEC Executive Board, by and through the Chair of the NASDTEC Interstate Agreement Committee, shall be responsible for administration and interpretation of this Interstate Agreement.



(2) NASDTEC recognizes the fluidity of educator preparation and licensure laws, regulations and policies in Member Jurisdictions. It is NASDTEC's intent to maintain the JSR Index as a current and accurate reflection of each Member Jurisdiction's requirements. However, circumstances beyond the control of NASDTEC may, on occasion, inhibit the accuracy of the Master Index. Accordingly, it is recommended that users of the JSR Index refer to Member Jurisdictions' websites to confirm specific requirements. Further, it is understood that this Interstate Agreement and the JSR Index are provided to facilitate the exchange of information and are not intended to supplant or supersede individual jurisdiction's authority.

**ARTICLE VIII, ~~EFFECT AND WITHDRAWAL~~. MEMBER JURISDICTION-SPECIFIC LICENSURE REQUIREMENTS**

~~(1) This agreement shall become effective when enacted into law by two (2) states. Thereafter it shall become effective as to any state upon its enactment of this agreement.~~

~~(2) Any party state may withdraw from this agreement by enacting a statute repealing the same, but no such withdrawal shall take effect until one (1) year after the governor of the withdrawing state has given notice in writing of the withdrawal to the governors of all other party states.~~

~~(3) No withdrawal shall relieve the withdrawing state of any obligation imposed upon it by a contract to which it is a party. The duration of contracts and the methods and conditions of withdrawal therefrom shall be those specified in their terms.~~

Driven by the Assumptions identified in Article II of this document, as of October, 2010, NASDTEC Member Jurisdictions recognize the complex nature of the Interstate Agreement, and the public's need for clear, accurate information when moving from one Member Jurisdiction to another. Member Jurisdictions agree to make Levels of Licensure and Jurisdiction Specific Requirements (JSR) clear to each other and the public by completing and maintaining the JSR Index. This Index is intended to provide information to anyone seeking educator licensure in a Member Jurisdiction, whether prepared through a traditional or non-traditional pathway. It identifies specific requirements beyond the NASDTEC-identified "Minimum Essential Components" for educator preparation. A Member Jurisdiction's laws and regulations in place at the time of application for licensure supersede information provided here.

**ARTICLE IX, ~~CONSTRUCTION AND SEVERABILITY~~.**

~~This agreement shall be liberally construed so as to effectuate the purposes thereof. The provisions of this agreement shall be severable and if any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the constitution of any state or of the United States, or the application thereof to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this agreement and the applicability thereof to any government, agency, person, or circumstance shall not be affected thereby. If this agreement shall be held contrary to the constitution of~~

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

~~any state participating therein, the agreement shall remain in full force and effect as to the state affected as to all severable matters.~~

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

**33-3721.** Professional studies account. (1) There is hereby created in the dedicated fund, the professional studies account. The professional studies account shall be used to receive moneys ~~from state appropriations~~, from private contributions, from gifts and grants, from repayment of loans, and from any other source, in support of medical, dental, veterinary, or other health-related professional programs of study.

(2) Interest earned on investments from moneys in the account shall be paid to the account.

(3) All moneys in the account are hereby appropriated to the state board of education for the purposes of section [33-3720](#), Idaho Code.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

33-2139. State ~~junior~~ community college account created. There is hereby created a state ~~junior~~ community college account in the state operating fund in the state treasurer's office to which shall be credited all moneys which may be ~~appropriated, apportioned, or allocated~~ transferred to that account pursuant to section 23-404(1)(b)(iii), Idaho Code. The state treasurer shall make such disbursements from the account as may be ordered by the state ~~board of education~~ liquor division in accordance with the provisions of this act.

33-2141. Disbursement of funds -- Method -- Funds disbursed not considered in fixing tuition. Funds ~~appropriated~~ transferred to the state ~~junior~~ community college account shall be disbursed quarterly to the qualifying ~~junior~~ community college districts ~~as follows: fifty percent (50%) of the moneys in the account shall be disbursed on the twentieth day of July of each year and the remainder of the account shall be disbursed on the first day of September of each year.~~ Funds disbursed under this act shall not be considered by the board of trustees of any ~~junior~~ community college in fixing tuition of such college pursuant to section 33-2110, Idaho Code.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

33-5608. Opportunity scholarship program account. (1) There is hereby created an account in the state treasury to be designated the "opportunity scholarship program account."

(2) The account shall consist of moneys appropriated to the account by the legislature, moneys contributed to the account from other sources, and the earnings on such moneys. The executive director of the state board may receive on behalf of the state board any moneys or real or personal property donated, bequeathed, devised or conditionally granted to the state board for purposes of providing funding for such account. Moneys received directly or derived from the sale of such property shall be deposited by the state treasurer in the account.

(3) Earnings from moneys in the account or specified gifts shall be distributed annually to the state board to implement the opportunity scholarship program as provided for under this chapter.

(4) All moneys placed in the account and earnings thereon are hereby perpetually appropriated to the state board for the purpose described in subsection (3) of this section. All expenditures from the account shall be paid out in warrants drawn by the state controller upon presentation of the proper vouchers. Up to ~~five percent (5%)~~ fifty thousand dollars (\$50,000) of the annual earnings distribution to the state board, ~~but not to exceed seventy-five thousand dollars (\$75,000)~~, may be used by the state board annually for administrative costs related to the implementation of the provisions of this chapter.

(5) Allowable administrative costs include, but are not limited to, operating expenses for the implementation and maintenance of a database, operating expenses to administer the program, personnel costs necessary to administer the program and costs related to promoting awareness of the program.

(6) Pending use, surplus moneys in the account shall be invested by the state treasurer in the same manner as provided under section 67-1210, Idaho Code. Interest earned on the investments shall be returned to the account.

**THIS PAGE INTENTIONALLY LEFT BLANK**



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
OCTOBER 20, 2011**

---

TITLE 33  
EDUCATION  
CHAPTER 10  
FOUNDATION PROGRAM -- STATE AID – APPORTIONMENT

33-1002A. Fractional average daily attendance. (1) Beginning in fiscal year 2013, for students attending school in more than one (1) school district or public charter school, or who are enrolled in one (1) or more online courses in which the student's home school district or public charter school is not the content provider, attendance shall be counted and divided based on the portion of the student's daily attendance time that is spent in attendance at each school district, public charter school or online course. This provision shall not apply to:

(a) An online course in which the school district or public charter school has a contract in place for the provision of online courses.

(b) Any online course which causes the total number of courses in which a student is enrolled to exceed the maximum number of periods of instruction offered at the school in which the student is enrolled. If a student is enrolled in multiple online courses and one (1) or more online course falls within this limitation and one (1) or more fall beyond it, then the most expensive courses shall be subject to fractional average daily attendance. School districts and public charter schools may choose to pay for any online courses that fall beyond the limitation of this paragraph, at their discretion. The parents or guardians of students shall be responsible for paying the cost of any online courses in which the student is enrolled beyond the limitation of this paragraph, unless such cost has been paid by the student's school district or public charter school. A student's home school district or public charter school shall notify the student's parent or guardian at the time of registration if any online courses in which the student is enrolling exceed the maximum provided in this paragraph.

(2) For online courses subject to fractional counting and division, the average daily attendance shall be counted and funded as part of the student's home school district or public charter school attendance. However, the state department of education shall identify the fraction attributable to such attendance for each student and furnish the home school district or public charter school with a dollar amount of funding attributable to each such fraction. The home school district or public charter school shall then remit two-thirds (2/3) of such amount to each online course content provider.

(3) For the purposes of this section and section [33-1627](#), Idaho Code, 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

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

includes face-to-face, in person instruction, provided that a majority of the instruction is delivered as stated herein.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

TITLE 33

EDUCATION

CHAPTER 43  
SCHOLARSHIPS

33-4302. Scholarships -- State aid. (1) The following individuals shall be eligible for the scholarship program provided for herein:

(a) Any ~~dependent spouse or child~~ of any Idaho citizen ~~who is a resident of the state of Idaho on or after the effective date of this act and who, while such person is or was a resident of the state of Idaho,~~ has been determined by the federal government to be a prisoner of war or missing in action; or to have died of, or become totally and permanently disabled by, injuries or wounds sustained in action in ~~southeast Asia, including Korea, or in Iraq or in Afghanistan or who shall become so hereafter,~~ in any area of armed conflict in which the United States is a party; and

(b) Any ~~dependent spouse or child~~ of any member of the armed forces of the United States who is stationed in the state of Idaho on military orders and who is deployed from the state of Idaho to any area of armed conflict in which the United States is a party and who has been determined by the federal government to be a prisoner of war or missing in action; or to have died of, or become totally and permanently disabled by, injuries or wounds sustained in action as a result of such deployment. ~~Provided further, that such dependent must be a resident of the state of Idaho and must have completed secondary school or its equivalent in the state of Idaho.~~

(2) (a) To be eligible for the scholarship provided for herein, a child of a military member must be a resident of the state of Idaho, and must have completed secondary school or its equivalent in the state of Idaho. A child already born, or born after a military member is determined to be imprisoned or missing in action, or is killed or becomes disabled, shall be eligible for this scholarship.

(b) To be eligible for the scholarship provided for herein, the spouse of a military member must be a resident of the state of Idaho, and must have been married to such person at the time the military member was determined to be imprisoned or missing in action, or was killed or became disabled; provided further, in the situation of disability, the spouse must be currently married to such person.

(23) An eligible individual who applies for the scholarship provided for herein shall, after verification of eligibility, receive the scholarship and be admitted to attend undergraduate studies at any public institution of higher education or public professional-technical college within the state of Idaho without the necessity of paying tuition and fees therefor; such student shall be provided with books, equipment and supplies necessary for pursuit of such program of enrollment not to exceed five hundred dollars (\$500) per quarter, semester, intensified semester, or like educational period; such student shall be furnished on-campus housing and subsistence for each month he or she is enrolled full-time under this program and actually resides in such on-campus facility; provided, however, that such undergraduate educational benefits shall not exceed a total of thirty-six (36) months or four (4) nine (9) month periods. Provided further, that the initiation of such educational benefits shall extend for a period of ten

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

(10) years after achieving a high school diploma or its equivalency, or for a period of ten (10) years after the event giving rise to the eligibility for the scholarship, whichever is longer.

(34) The ~~dependent eligible individual~~ shall meet such other educational qualifications as such institution of higher education or professional-technical college has established for other prospective students of this state, as well as any additional educational qualifications established by the state board of education and board of regents for the university of Idaho.

(45) Application for eligibility under this section shall be made to the state board of education and the board of regents of the university of Idaho or the state board of vocational-technical education. The board shall verify the eligibility of the ~~dependent applicant~~ and communicate such eligibility to ~~the dependent such person~~ and the affected institution or college.

(56) Affected institutions shall provide an eligible individual with the educational benefits set forth in paragraph (3) of this section. ~~in their preparation of future budgets include therein costs resultant from such tuition, fee, book, equipment, supply, housing and subsistence loss for reimbursement thereof from The legislature shall annually appropriate~~ of state general funds to reimburse affected institutions for all costs resultant from the educational benefits provided to an eligible individual under this section.

(7) For the purposes of this section, a member of the armed forces of the United States is considered totally and permanently disabled if, at the time of application, ~~he or she is unable to perform with reasonable continuity the material duties of any gainful occupation for which he or she is reasonably fitted by education, training and experience.~~ Aa current disability determination made by the United States Social Security Administration is in effect with respect to such individual.

(6) ~~Applicants for the scholarship program herein prescribed shall provide institutional administrative personnel with documentation of their rights under this act.~~

(8) The state board of education and the board of regents of the University of Idaho may adopt rules to implement and administer this scholarship program.

33-4302A. Public safety officer ~~dependent~~ scholarships -- State aid. (1) Any ~~dependent spouse or child~~ of a full-time or part-time public safety officer, as defined in subsection [(156)] of this section, employed by or volunteering for the state of Idaho or for a political subdivision of the state of Idaho, which public safety officer is or was a resident of the state of Idaho at the time such officer was killed or became totally and permanently disabled in the line of duty shall be admitted to attend undergraduate studies at any public institution of higher education or public professional-technical college within the state of Idaho without the necessity of paying tuition and fees therefor. Said ~~dependents~~ persons shall be provided by the institution or college with books, equipment and supplies necessary for pursuit of the ~~dependent's~~ person's chosen program of enrollment not to exceed the actual cost therefor, or five hundred dollars (\$500), whichever is less, per quarter, semester, intensified semester, or like education period. Said ~~dependent person~~ shall be provided with the institution or college's published normal on-campus residential facility housing and meals program for each

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

month the dependent person is enrolled full time under this statute and continues to actually reside in such on-campus residential facility. Provided however, that the undergraduate educational benefits provided for in this section shall not exceed a total of thirty-six (36) months or four (4) nine-month periods; provided further, that such educational benefits shall not extend beyond ten (10) years following the date the dependent person receives a high school diploma, a high school equivalency diploma, a special diploma or a certificate of high school completion, or beyond the date such dependent person turns thirty (30) years old, whichever comes first.

(2) (a) To be eligible for the scholarship provided for herein a child of a public safety officer must be a resident of the state of Idaho, and must have completed secondary school or its equivalent in the state of Idaho. A child already born, or born after a public safety officer is killed or becomes disabled, shall be eligible for this scholarship.

(b) To be eligible for the scholarship provided for herein the spouse of a public safety officer must be a resident of the state of Idaho, and must have been married to such person at the time the public safety officer was killed or became disabled; provided further, in the situation of disability, the spouse must be currently married to such person.

(23) The ~~dependent~~ eligible individual shall be required to meet the educational qualifications as such institution of higher education or professional-technical college as established for other prospective students of this state, as well as any additional educational qualifications established by the state board of education and regents of the university of Idaho. Application for eligibility under this section shall be made to the state board of education and board of regents of the University of Idaho. The board shall verify the eligibility of ~~the dependent~~ such person and communicate such eligibility to ~~the dependent~~ such person and the affected institution or college.

(34) Affected institutions and colleges shall provide an eligible individual with the educational benefits set forth in paragraph (1) of this section, in their preparation of future budgets, include therein costs resulting from such tuition, fees, housing, meals, books, equipment and supplies for reimbursement thereof from The legislature shall annually appropriate of state general funds to reimburse affected institutions for all costs resultant from the educational benefits provided to an eligible individual under this section.

For the purposes of this section, a public safety officer employed by or volunteering for the state of Idaho or for a political subdivision of the state of Idaho is considered totally and permanently disabled if, at the time of application, he or she is unable to perform with reasonable continuity the material duties of any gainful occupation for which he or she is reasonably fitted by education, training and experience. A current disability determination made by the United States Social Security Administration is in effect with respect to such individual.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

(45) The scholarships provided in this section shall be available for ~~dependents~~ the spouse or children of public safety officers who were killed or disabled in 1975 or thereafter.

(56) For purposes of this section:

(a) "Public safety officer" means a peace officer or firefighter, or a paramedic, emergency medical technician or first responder as those terms are defined in section [56-1012](#), Idaho Code.

(b) "Volunteering" means contributing services as a bona fide member of a legally organized law enforcement agency, fire department or licensed emergency medical service provider organization.

(67) The scholarship provided in this section shall not be available unless it is determined that:

(a) The death or disablement of the public safety officer occurred in the performance of the officer's duties;

(b) The death or disablement was not caused by the intentional misconduct of the public safety officer or by such officer's intentional infliction of injury; and

(c) The public safety officer was not voluntarily intoxicated at the time of death.

(8) The state board of education and the board of regents of the University of Idaho may adopt rules to implement and administer this scholarship program.

**CHAPTER 52**  
**PUBLIC CHARTER SCHOOLS**

33-5208.PUBLIC CHARTER SCHOOL FINANCIAL SUPPORT. Except as provided in subsection (8) of this section, from the state educational support program the state department of education shall make the following apportionment to each public charter school for each fiscal year based on attendance figures submitted in a manner and time as required by the department of education:

(1) Per student support. Computation of support units for each public charter school shall be calculated as if it were a separate school according to the schedules in section [33-1002](#)(4), Idaho Code, except that public charter schools with fewer than one hundred (100) secondary ADA shall use a divisor of twelve (12) and the minimum units shall not apply, and no public charter school shall receive an increase in support units that exceeds the support units it received in the prior year by more than thirty (30). Funding from the state educational support program shall be equal to the total distribution factor, plus the salary-based apportionment provided in [chapter 10, title 33](#), Idaho Code. Provided however, any public charter school that is formed by the conversion of an existing traditional public school shall be assigned divisors, pursuant to section [33-1002](#), Idaho Code, that are no lower than the divisors of the school district in which the traditional public school is located, for each category of pupils listed.

(2) Special education. For each student enrolled in the public charter school who is entitled to special education services, the state and federal funds from the exceptional child education program for that student that would have been apportioned for that student to the school district in which the public charter school is located.

(3) Alternative school support. Public charter schools may qualify under the provisions of sections [33-1002](#) and [33-1002C](#), Idaho Code, provided the public charter school meets the necessary statutory requirements, and students qualify for attendance at an alternative school as provided by rule of the state board of education.

(4) Transportation support. Support shall be paid to the public charter school as provided in [chapter 15, title 33](#), Idaho Code, and section [33-1006](#), Idaho Code. Each public charter school shall furnish the department with an enrollment count as of the first Friday in November, of public charter school students who are eligible for reimbursement of transportation costs under the provisions of this subsection and who reside more than one and one-half (1 1/2) miles from the school. For charter schools in the initial year of operation, the petition shall include a proposal for transportation services with an estimated first year cost. The state department of education is authorized to include in the annual appropriation to the charter school sixty percent (60%) of the estimated transportation cost. The final appropriation payment in July shall reflect reimbursements of actual costs pursuant to section [33-1006](#), Idaho Code. To be eligible for state reimbursement under the provisions of section [33-1006](#), Idaho Code, the student to be transported must reside within the public charter school's attendance zone, and must meet at least one (1) of the following two (2) criteria:

- (a) The student resides within the school district in which the public charter school is physically located; or
- (b) The student resides within fifteen (15) miles of the public charter school, by



road.

The limitations placed by this subsection on the reimbursement of transportation costs for certain students shall not apply to public virtual schools.

(5) Payment schedule. The state department of education is authorized to make an advance payment of twenty-five percent (25%) of a public charter school's estimated annual apportionment for its first year of operation, and each year thereafter, provided the public charter school has an increase of student population in any given year of twenty (20) students or more, to assist the school with initial start-up costs or payroll obligations.

(a) For a state public charter school to receive the advance payment, the school shall submit its anticipated fall membership for each grade level to the state department of education by June 1.

(b) Using the figures provided by the public charter school, the state department of education shall determine an estimated annual apportionment from which the amount of the advance payment shall be calculated. Advance payment shall be made to the school on or after July 1 but no later than July 31.

(c) All subsequent payments, taking into account the one-time advance payment made for the first year of operation, shall be made to the public charter school in the same manner as other traditional public schools in accordance with the provisions of section [33-1009](#), Idaho Code.

(d) Notwithstanding the provisions of this section, no public charter school that fails to achieve estimated enrollment growth for three (3) consecutive years shall be eligible to receive advance payment for the following year.

A public charter school shall comply with all applicable fiscal requirements of law, except that the following provisions shall not be applicable to public charter schools: section [33-1003B](#), Idaho Code, relating to guaranteed minimum support; that portion of section [33-1004](#), Idaho Code, relating to reduction of the administrative and instructional staff allowance when there is a discrepancy between the number allowed and the number actually employed; and section [33-1004E](#), Idaho Code, for calculation of district staff indices.

(6) Nothing in this chapter shall be construed to prohibit any private person or organization from providing funding or other financial assistance to the establishment or operation of a public charter school.

(7) Nothing in this chapter shall prevent a public charter school from applying for federal grant moneys.

(8) (a) For the period July 1, 2003, through June 30, 2005, all public virtual schools shall be assigned divisors, pursuant to section [33-1002](#), Idaho Code, that are no higher than the median divisor shown for each respective category of pupils, among the possible divisors listed, for each respective category of pupils that contains more than one (1) divisor. If there is an even number of possible divisors listed for a particular category of pupils, then the lesser of the two (2) median divisors shall be used. For the period July 1, 2005, through June 30, 2007, all public virtual schools shall be assigned divisors, pursuant to section [33-1002](#), Idaho Code, that are no higher than the second highest divisor shown, among the possible divisors listed, for each respective category of pupils that contains more than one (1) divisor. The divisor provisions contained herein shall only be applicable to the number of pupils in average daily attendance in such public virtual schools for the period July 1, 2003, through June 30, 2004. If the number of



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

pupils in average daily attendance in any particular category of pupils increases, during the period July 1, 2004, through June 30, 2005, to a number above that which existed in the prior fiscal year, then those additional pupils in average daily attendance shall be assigned the divisor, pursuant to section [33-1002](#), Idaho Code, that would have otherwise been assigned to the school district or public charter school had this section not been in force.

(b) Each student in attendance at a public virtual school shall be funded based upon either the actual hours of attendance in the public virtual school on a flexible schedule, or the percentage of coursework completed, whichever is more advantageous to the school, up to the maximum of one (1) full-time equivalent student.

(c) All federal educational funds shall be administered and distributed to public charter schools, including public virtual schools, that have been designated by the state board of education as a local education agency (LEA), as provided in section [33-5203](#)(7), Idaho Code.

(9) Nothing in this section prohibits separate face-to-face learning activities or services.

(10) The provisions of section [33-1021](#), Idaho Code, shall apply to public charter schools provided for in this chapter.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**CHAPTER 52**  
**PUBLIC CHARTER SCHOOLS**

33-5201.SHORT TITLE. This chapter shall be known and may be cited as the "Public Charter Schools Act of 1998."

33-5202.LEGISLATIVE INTENT. It is the intent of the legislature to provide opportunities for teachers, parents, students and community members to establish and maintain public charter schools which operate independently from the existing traditional school district structure but within the existing public school system as a method to accomplish any of the following:

- (1) Improve student learning;
- (2) Increase learning opportunities for all students, with special emphasis on expanded learning experiences for students;
- (3) Include the use of different and innovative teaching methods;
- (4) Utilize virtual distance learning and on-line learning;
- (5) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- (6) Provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system;
- (7) Hold the schools established under this chapter accountable for meeting measurable student educational standards.

33-5202A.DEFINITIONS. As used in this chapter, unless the context requires otherwise:

(1) "Authorized chartering entity" means either the local board of trustees of a school district in this state, or the public charter school commission pursuant to the provisions of this chapter.

(2) "Charter" means the grant of authority approved by the authorized chartering entity to the board of directors of the public charter school.

(3) "Founder" means a person, including employees or staff of a public charter school, who makes a material contribution toward the establishment of a public charter school in accordance with criteria determined by the board of directors of the public charter school, and who is designated as such at the time the board of directors acknowledges and accepts such contribution. The criteria for determining when a person is a founder shall not discriminate against any person on any basis prohibited by the federal or state constitutions or any federal, state or local law. The designation of a person as a founder, and the admission preferences available to the children of a founder, shall not constitute pecuniary benefits.

(4) "Petition" means the document submitted by a person or persons to the authorized chartering entity to request the creation of a public charter school.

(5) "Professional-technical regional public charter school" means a public charter secondary school authorized under this chapter to provide programs in professional-technical education which meet the standards and qualifications established by the division of professional-technical education. A professional-technical regional public charter school may be approved by an authorized chartering entity and by the terms of its charter, shall operate in association with at least two (2) school districts. Notwithstanding the provisions of section 33-5206(1), Idaho Code, participating school

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

districts need not be contiguous.

(6) "Public charter school" means a school that is authorized under this chapter to deliver public education in Idaho.

(7) "Traditional public school" means any school existing or to be built that is operated and controlled by a school district in this state.

(8) "Virtual school" means a school that delivers a full-time, sequential program of synchronous and/or asynchronous instruction primarily through the use of technology via the internet in a distributed environment. Schools classified as virtual must have an online component to their school with online lessons and tools for student and data management.

**33-5203.AUTHORIZATION -- LIMITATIONS.** (1) The creation of public charter schools is hereby authorized. Public charter schools shall be part of the state's program of public education.

(2) The number of new public charter schools which may begin educational instruction in any one (1) school year shall be limited in number in accordance with the following:

(a) Not more than six (6) new public charter schools may begin educational instruction in any one (1) school year, and

(b) Not more than one (1) new public charter school may begin educational instruction that is physically located within any one (1) school district in any one (1) school year, and

(c) No whole school district may be converted to a charter district or any configuration which includes all schools as public charter schools, and

(d) Public virtual charter schools approved by the public charter school commission are not included in paragraph (b) of this subsection, and

(e) The transfer of a charter for a school already authorized pursuant to section [33-5205A](#), Idaho Code, is not included in the limit on the annual number of public charter schools approved to begin educational instruction in any given school year as set forth in paragraph (a) of this subsection, and

(f) A petition must be received by the initial authorized chartering entity no later than September 1 to be eligible to begin instruction the first complete school year following receipt of the petition, and

(g) To begin operations, a newly-chartered public school must be authorized by no later than January 1 of the previous school year.

(3) A public charter school may be formed either by creating a new public charter school, which charter may be approved by any authorized chartering entity, or by converting an existing traditional public school to a public charter school, which charter may only be approved by the board of trustees of the school district in which the existing public school is located.

(4) No charter shall be approved under this chapter:

(a) Which provides for the conversion of any existing private or parochial school to a public charter school.

(b) To a for-profit entity or any school which is operated by a for-profit entity, provided however, nothing herein shall prevent the board of directors of a public charter school from legally contracting with for-profit entities for the provision of products or services that aid in the operation of the school.

(c) By the board of trustees of a school district if the public charter school's

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

physical location is outside the boundaries of the authorizing school district. The limitation provided in this subsection (4)(c) does not apply to a home-based public virtual school.

(5) A public virtual school charter may be approved by the public charter school commission. In addition, a charter may also be approved by the state board of education pursuant to section 33-5207(5)(b), Idaho Code.

(6) The state board of education shall adopt rules, subject to law, to establish a consistent application and review process for the approval and maintenance of all public charter schools.

(7) The state board of education shall be responsible to designate those public charter schools that will be identified as a local education agency (LEA) as such term is defined in 34 CFR 300.18; however, only public charter schools chartered by the board of trustees of a school district may be included in that district's LEA.

**33-5204.NONPROFIT CORPORATION -- LIABILITY -- INSURANCE.** (1) A public charter school shall be organized and managed under the Idaho nonprofit corporation act. The board of directors of a public charter school shall be deemed public agents authorized by a public school district, the public charter school commission, or the state board of education to control the public charter school, but shall function independently of any school board of trustees in any school district in which the public charter school is located, or independently of the public charter school commission except as provided in the charter. For the purposes of section 59-1302(15), Idaho Code, a public charter school created pursuant to this chapter shall be deemed a governmental entity. Pursuant to the provisions of section 63-3622O, Idaho Code, sales to or purchases by a public charter school are exempt from payment of the sales and use tax. A public charter school and the board of directors of a public charter school are subject to the provisions of:

- (a) Sections 18-1351 through 18-1362, Idaho Code, on bribery and corrupt influence, except as provided by section 33-5204A(2), Idaho Code;
- (b) Chapter 2, title 59, Idaho Code, on prohibitions against contracts with officers;
- (c) Chapter 7, title 59, Idaho Code, on ethics in government;
- (d) Chapter 23, title 67, Idaho Code, on open public meetings; and
- (e) Chapter 3, title 9, Idaho Code, on disclosure of public records

in the same manner that a traditional public school and the board of school trustees of a school district are subject to those provisions.

(2) A public charter school may sue or be sued, purchase, receive, hold and convey real and personal property for school purposes, and borrow money for such purposes, to the same extent and on the same conditions as a traditional public school district, and its employees, directors and officers shall enjoy the same immunities as employees, directors and officers of traditional public school districts and other public schools, including those provided by chapter 9, title 6, Idaho Code. The authorized chartering entity that approves a public school charter shall have no liability for the acts, omissions, debts or other obligations of a public charter school, except as may be provided in the charter. A local public school district shall have no liability for the acts, omissions, debts or other obligations of a public charter school located in its district that has been approved by an authorized chartering entity other than the board of trustees of the local school district.

(3) Nothing in this chapter shall prevent the board of directors of a public charter

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

school, operating as a nonprofit corporation, from borrowing money to finance the purchase or lease of school building facilities, equipment and furnishings of those school building facilities. Subject to the terms of a contractual agreement between the board and a lender, nothing herein shall prevent the board from using the facility, its equipment and furnishings, as collateral for the loan.

(4) Public charter schools shall secure insurance for liability and property loss.

(5) It shall be unlawful for:

(a) Any director to have pecuniary interest directly or indirectly in any contract or other transaction pertaining to the maintenance or conduct of the authorized chartering entity and charter, or to accept any reward or compensation for services rendered as a director except as may be otherwise provided in this subsection (5). The board of directors of a public charter school may accept and award contracts involving the public charter school to businesses in which the director or a person related to him by blood or marriage within the second degree has a direct or indirect interest, provided that the procedures set forth in section 18-1361 or 18-1361A, Idaho Code, are followed. The receiving, soliciting or acceptance of moneys of a public charter school for deposit in any bank or trust company, or the lending of moneys by any bank or trust company to any public charter school, shall not be deemed to be a contract pertaining to the maintenance or conduct of a public charter school and authorized chartering entity within the meaning of this section; nor shall the payment by any public charter school board of directors of compensation to any bank or trust company for services rendered in the transaction of any banking business with such public charter school board of directors be deemed the payment of any reward or compensation to any officer or director of any such bank or trust company within the meaning of this section.

(b) The board of directors of any public charter school to enter into or execute any contract with the spouse of any member of such board, the terms of which said contract require, or will require, the payment or delivery of any public charter school funds, moneys or property to such spouse, except as provided in section 18-1361 or 18-1361A, Idaho Code.

(6) When any relative of any director or relative of the spouse of a director related by affinity or consanguinity within the second degree is to be considered for employment in a public charter school, such director shall abstain from voting in the election of such relative, and shall be absent from the meeting while such employment is being considered and determined.

**33-5204A.APPLICABILITY OF PROFESSIONAL CODES AND STANDARDS -- LIMITATIONS UPON AUTHORITY.** (1) Every person who serves in a public charter school, either as an employee, contractor, or otherwise, in the capacity of teacher, supervisor, administrator, education specialist, school nurse or librarian, must comply with the professional codes and standards approved by the state board of education, including standards for ethics or conduct.

(2) Every employee of a public charter school and every member of the board of directors of a public charter school, whether compensated or noncompensated, shall comply with the standards of ethics or conduct applicable to public officials including, but not limited to, chapter 7, title 59, Idaho Code, except that section 59-704A, Idaho Code, which permits a noncompensated public official to have an interest in a contract made or entered into by the board of which he is a member under certain conditions,

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

shall not apply to the board of directors of a public charter school. A member of the board of directors of a public charter school is prohibited from receiving a personal pecuniary benefit, directly or indirectly, pertaining to a contractual relationship with the public charter school.

**33-5205.PETITION TO ESTABLISH PUBLIC CHARTER SCHOOL.** (1) Any group of persons may petition to establish a new public charter school, or to convert an existing traditional public school to a public charter school.

(a) A petition to establish a new public charter school, including a public virtual charter school, shall be signed by not fewer than thirty (30) qualified electors of the attendance area designated in the petition. Proof of elector qualifications shall be provided with the petition.

(b) A petition to establish a new public virtual school must be submitted directly to the public charter school commission. A petition to establish a new public charter school, other than a new public virtual school, shall first be submitted to the local board of trustees in which the public charter school will be located. A petition shall be considered to be received by an authorized chartering entity as of the next scheduled meeting of the authorized chartering entity after submission of the petition.

(c) The board of trustees may either: (i) consider the petition and approve the charter; or (ii) consider the petition and deny the charter; or (iii) refer the petition to the public charter school commission, but such referral shall not be made until the local board has documented its due diligence in considering the petition. Such documentation shall be submitted with the petition to the public charter school commission. If the petitioners and the local board of trustees have not reached mutual agreement on the provisions of the charter, after a reasonable and good faith effort, within ~~sixty (60)~~seventy-five (75) days from the date the charter petition is received, the petitioners may withdraw their petition from the local board of trustees and may submit their charter petition to the public charter school commission, ~~provided it is signed by thirty (30) qualified electors as required by subsection (1)(a) of this section.~~ Documentation of the reasonable and good faith effort between the petitioners and the local board of trustees must be submitted with the petition to the public charter school commission.

(d) The public charter school commission may either: (i) consider the petition and approve the charter; or (ii) consider the petition and deny the charter.

(e) A petition to convert an existing traditional public school shall be submitted to the board of trustees of the district in which the school is located for review and approval. The petition shall be signed by not fewer than sixty percent (60%) of the teachers currently employed by the school district at the school to be converted, and by one (1) or more parents or guardians of not fewer than sixty percent (60%) of the students currently attending the school to be converted. Each petition submitted to convert an existing school or to establish a new charter school shall contain a copy of the articles of incorporation and the bylaws of the nonprofit corporation, which shall be deemed incorporated into the petition.

(2) Not later than ~~sixty (60)~~seventy-five (75) days after receiving a petition signed ~~by thirty (30) qualified electors as required by subsection (1)(a) of this section,~~ the authorized chartering entity shall hold a public hearing for the purpose of discussing the provisions of the charter, at which time the authorized chartering entity shall consider

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

the merits of the petition and the level of employee and parental support for the petition. In the case of a petition submitted to the public charter school commission, such public hearing must be not later than ~~sixty (60)~~ seventy-five (75) days after receipt of the petition, which may be extended to ~~ninety (90) days~~ for an additional, specified period of time if both parties agree to an extension. Such agreement shall be established in writing and signed by representatives of both parties.

In the case of a petition for a public virtual charter school, if the primary attendance area described in the petition of a proposed public virtual charter school extends within the boundaries of five (5) or fewer local school districts, the public charter school commission shall provide notice in writing of the public hearing no less than thirty (30) days prior to such public hearing to those local school districts. Such public hearing shall include any oral or written comments that an authorized representative of the local school districts may provide regarding the merits of the petition and any potential impacts on the school districts.

In the case of a petition for a non-virtual public charter school submitted to the public charter school commission, the board of the district in which the proposed public charter school will be physically located, shall be notified of the hearing in writing, by the public charter school commission, no less than thirty (30) days prior to the public hearing. Such public hearing shall include any oral or written comments that an authorized representative of the school district in which the proposed public charter school would be physically located may provide regarding the merits of the petition and any potential impacts on the school district. The hearing shall include any oral or written comments that petitioners may provide regarding any potential impacts on such school district. If the school district chooses not to provide any oral or written comments as provided for in this subsection (2), such school district shall notify the public charter school commission of such decision. Following review of any petition and any public hearing provided for in this section, the authorized chartering entity shall either approve or deny the charter within ~~sixty (60)~~ seventy-five (75) days after the date of the public hearing, provided however, that the date may be extended by an additional ~~sixty (60) days~~ specified period of time if the petition fails to contain all of the information required in this section, or if both parties agree to the extension. Such agreement shall be established in writing and signed by representatives of both parties. This public hearing shall be an opportunity for public participation and oral presentation by the public. This hearing is not a contested case hearing as described in chapter 52, title 67, Idaho Code.

(3) An authorized chartering entity may approve a charter under the provisions of this chapter only if it determines that the petition contains the requisite signatures, the information required by subsections (4) and (5) of this section, and additional statements describing all of the following:

(a) The proposed educational program of the public charter school, designed among other things, to identify what it means to be an "educated person" in the twenty-first century, and how learning best occurs. The goals identified in the program shall include how all educational thoroughness standards as defined in section 33-1612, Idaho Code, shall be fulfilled.

(b) The measurable student educational standards identified for use by the public charter school. "Student educational standards" for the purpose of this chapter means the extent to which all students of the public charter school demonstrate they have attained the skills and knowledge specified as goals in the school's educational program.



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

- (c) The method by which student progress in meeting those student educational standards is to be measured.
- (d) A provision by which students of the public charter school will be tested with the same standardized tests as other Idaho public school students.
- (e) A provision which ensures that the public charter school shall be state accredited as provided by rule of the state board of education.
- (f) The governance structure of the public charter school including, but not limited to, the person or entity who shall be legally accountable for the operation of the public charter school, and the process to be followed by the public charter school to ensure parental involvement.
- (g) The qualifications to be met by individuals employed by the public charter school. Instructional staff shall be certified teachers as provided by rule of the state board of education.
- (h) The procedures that the public charter school will follow to ensure the health and safety of students and staff.
- (i) A plan for the requirements of section 33-205, Idaho Code, for the denial of school attendance to any student who is an habitual truant, as defined in section 33-206, Idaho Code, or who is incorrigible, or whose conduct, in the judgment of the board of directors of the public charter school, is such as to be continuously disruptive of school discipline, or of the instructional effectiveness of the school, or whose presence in a public charter school is detrimental to the health and safety of other pupils, or who has been expelled from another school district in this state or any other state.
- (j) The primary attendance area of the charter school, which shall be composed of a compact and contiguous area. For the purposes of this section, if services are available to students throughout the state, the state of Idaho is considered a compact and contiguous area.
- ~~(j)~~ (k) Admission procedures, including provision for overenrollment. Such admission procedures shall provide that the initial admission procedures for a new public charter school, including provision for overenrollment, will be determined by lottery or other random method, except as otherwise provided herein. If initial capacity is insufficient to enroll all pupils who submit a timely application, then the admission procedures may provide that preference shall be given in the following order: first, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school; second, to siblings of pupils already selected by the lottery or other random method; ~~and third, to students residing within the primary attendance area of the public charter school; and fourth, by an equitable selection process such as by a~~ lottery or other random method. If so stated in its petition, a new public charter school may include the children of full-time employees of the public charter school within the first priority group subject to the limitations therein. Otherwise, such children shall be included in the ~~third~~ highest priority group for which they would otherwise be eligible. If capacity is insufficient to enroll all pupils who submit a timely application for subsequent school terms, ~~who submit a timely application~~, then the admission procedures may provide that preference shall be given in the following order: first, to pupils returning to the public charter school in the second or any subsequent year of its operation; second, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

of the capacity of the public charter school; third, to siblings of pupils already enrolled in the public charter school; ~~and fourth, to students residing within the primary attendance area of the public charter school; and fifth, by an equitable selection process such as by a~~ lottery or other random method. There shall be no carryover from year to year of the list maintained to fill vacancies. A new lottery shall be conducted each year to fill vacancies which become available. If so stated in its petition, a public charter school may include the following children within the second priority group subject to the limitations therein:

- (i) The children of full-time employees of the public charter school;
- (ii) Children who previously attended the public charter school within the previous three (3) school years, but who withdrew as a result of the relocation of a parent or guardian due to an academic sabbatical, employer or military transfer or reassignment.

Otherwise, such children shall be included in the ~~fourth~~ highest priority group for which they are otherwise eligible.

~~(k)~~ (l) The manner in which ~~an~~ annual audits of the financial and programmatic operations of the public charter school ~~is~~ are to be conducted.

~~(l)~~ (m) The disciplinary procedures that the public charter school will utilize, including the procedure by which students may be suspended, expelled and reenrolled, and the procedures required by section 33-210, Idaho Code.

~~(m)~~ (n) A provision which ensures that all staff members of the public charter school will be covered by the public employee retirement system, federal social security, unemployment insurance, worker's compensation insurance, and health insurance.

~~(n)~~ (o) The public school attendance alternative for students residing within the school district who choose not to attend the public charter school.

~~(o)~~ (p) A description of the transfer rights of any employee choosing to work in a public charter school that is approved by the board of trustees of a school district, and the rights of such employees to return to any noncharter school in the same school district after employment at such charter school.

~~(p)~~ (q) A provision which ensures that the staff of the public charter school shall be considered a separate unit for purposes of collective bargaining.

~~(q)~~ (r) The manner by which special education services will be provided to students with disabilities who are eligible pursuant to the federal individuals with disabilities education act, including disciplinary procedures for these students.

~~(r)~~ (s) A plan for working with parents who have students who are dually enrolled pursuant to section 33-203, Idaho Code.

(s) The process by which the citizens in the ~~area of~~ primary attendance area shall be made aware of the enrollment opportunities of the public charter school.

~~(t)~~ (u) A proposal for transportation services, ~~as required by section 33-5208(4), Idaho Code~~ including estimated first year cost.

~~(u)~~ (v) A plan for termination of the charter by the board of directors, to include:

- (i) Identification of who is responsible for dissolution of the charter school;
- (ii) A description of how payment to creditors will be handled;
- (iii) A procedure for transferring all records of students with notice to parents of how to request a transfer of student records to a specific school; and
- (iv) A plan for the disposal of the public charter school's assets.

(4) The public charter school commission may approve a charter for a public

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

virtual school under the provisions of this chapter only if it determines that the petition contains the requirements of subsections (3), and ~~(4)~~ (5) of this section and the additional statements describing the following:

- (a) The learning management system by which courses will be delivered;
- (b) The role of the online teacher, including the consistent availability of the teacher to provide guidance around course material, methods of individualized learning in the online course and the means by which student work will be assessed;
- (c) A plan for the provision of professional development specific to the public virtual school environment;
- (d) The means by which public virtual school students will receive appropriate teacher-to-student interaction, including timely, frequent feedback about student progress;
- (e) The means by which the public virtual school will verify student attendance and award course credit. Attendance at public virtual schools shall focus primarily on coursework and activities that are correlated to the Idaho state thoroughness standards;
- (f) A plan for the provision of technical support relevant to the delivery of online courses;
- (g) The means by which the public virtual school will provide opportunity for student-to-student interaction; and
- (h) A plan for ensuring equal access to all students, including the provision of necessary hardware, software and internet connectivity required for participation in online coursework.

~~(4)~~ (5) The petitioner shall provide information regarding the proposed operation and potential effects of the public charter school including, but not limited to, the facilities to be utilized by the public charter school, the manner in which administrative services of the public charter school are to be provided and the potential civil liability effects upon the public charter school and upon the authorized chartering entity.

~~(5) At least one (1) person among a group of petitioners of a prospective public charter school shall attend a public charter school workshop offered by the state department of education. The state department of education shall provide notice of dates and locations when workshops will be held, and shall provide proof of attendance to workshop attendees. Such proof shall be submitted by the petitioners to an authorized chartering entity along with the charter petition.~~

~~(6) The public charter school commission may approve a charter for a public virtual school under the provisions of this chapter only if it determines that the petition contains the requirements of subsections (3) and (4) of this section and the additional statements describing the following:~~

- ~~(a) The learning management system by which courses will be delivered;~~
- ~~(b) The role of the online teacher, including the consistent availability of the teacher to provide guidance around course material, methods of individualized learning in the online course and the means by which student work will be assessed;~~
- ~~(c) A plan for the provision of professional development specific to the public virtual school environment;~~
- ~~(d) The means by which public virtual school students will receive appropriate~~

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

~~teacher-to-student interaction, including timely, frequent feedback about student progress;~~

~~(e) The means by which the public virtual school will verify student attendance and award course credit. Attendance at public virtual schools shall focus primarily on coursework and activities that are correlated to the Idaho state thoroughness standards;~~

~~(f) A plan for the provision of technical support relevant to the delivery of online courses;~~

~~(g) The means by which the public virtual school will provide opportunity for student-to-student interaction; and~~

~~(h) A plan for ensuring equal access to all students, including the provision of necessary hardware, software and internet connectivity required for participation in online coursework.~~

33-5205A.TRANSFER OF CHARTER. (1) A charter for a public charter school approved by the board of trustees of a local school district may be transferred to, and placed under the chartering authority of, the public charter school commission if the board of trustees of such local school district, the public charter school commission, and the board of directors of the public charter school all agree to such transfer, including any revision to the charter that may be required in connection with such transfer. A charter for a public charter school approved by the public charter school commission may be transferred to, and placed under the chartering authority of, the board of trustees of the local school district in which the public charter school is located if the public charter school commission, the board of trustees of such local school district, and the board of directors of the public charter school all agree to such transfer, including any revisions to the charter that may be required in connection with such transfer. A request to transfer a charter may be initiated by the board of directors of a public charter school or by the authorized chartering entity with chartering authority over the charter of such public charter school.

(2) A public charter school, ~~approved~~ authorized by the public charter school commission, which has a primary attendance area located within more than one (1) school district, may transfer the physical location of its public charter school within its primary attendance area to locate the facilities within the boundaries of another school district within the ~~approved~~ primary attendance area if the public charter school commission, the board of trustees of each of the relevant school districts and the board of directors of the public charter school all approve of such transfer of facilities location, and if the public charter school commission approves any revisions to the charter that may be required in connection with such transfer.

(3) If all parties fail to reach agreement in regard to the request to transfer a charter, as required herein, then the matter may be appealed directly to the state board of education. With respect to such appeal, the state board of education shall substantially follow the procedure as provided in section 33-5207(5)(b), Idaho Code. A transferred charter school shall not be considered a new public charter school, and shall not be subject to the limitations of section 33-5203(2), Idaho Code.

33-5206.REQUIREMENTS AND PROHIBITIONS UPON APPROVAL OF A PUBLIC CHARTER SCHOOL. (1) In addition to any other requirements imposed in this chapter, a public charter school shall be nonsectarian in its programs, affiliations, admission

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

policies, employment practices, and all other operations, shall not charge tuition, levy taxes or issue bonds, and shall not discriminate against any student on any basis prohibited by the federal or state constitutions or any federal, state or local law. Admission to a public charter school shall not be determined according to the place of residence of the student, or of the student's parent or guardian within the district, except that a new or conversion public charter school established under the provisions of this chapter shall adopt and maintain a policy giving admission preference to students who reside within the primary attendance area of that public charter school. ~~The primary attendance area of a charter school, as described in the petition, shall be composed of compact and contiguous area. For the purposes of this section, if services are available to students throughout the state, the state of Idaho is considered a compact and contiguous area.~~

(2) No board of trustees shall require any employee of the school district to be involuntarily assigned to work in a public charter school.

(3) Certified teachers in a public charter school shall be considered public school teachers. Educational experience shall accrue for service in a public charter school and such experience shall be counted by any school district for any teacher who has been employed in a public charter school.

(4) Employment of charter school teachers and administrators shall be on written contract in form as approved by the state superintendent of public instruction, conditioned upon a valid certificate being held by such professional personnel at the time of entering upon the duties thereunder.

(5) No board of trustees shall require any student enrolled in the school district to attend a public charter school.

(6) Upon approval of the petition by the authorized chartering entity, the petitioner shall provide written notice of that approval, including a copy of the approved petition, to the state board of education. For the purpose of implementing the provisions of section 33-5203(2), Idaho Code, the state board of education shall assign a number to each petition it receives. Petitions shall be numbered based on the chronological order in which notice of the approved petition is received by the state board of education.

(7) Each public charter school shall annually submit a report to the authorized chartering entity which approved its charter. The report shall contain the audit of the fiscal and programmatic operations as required in section 33-5205(3)(k), Idaho Code, a report on student progress based on the public charter school's measurable student educational standards identified in section 33-5205(3)(b), Idaho Code, and a copy of the public charter school's accreditation report.

(8) A public charter school or the authorized chartering entity may enter into negotiations to revise its charter at any time. A public charter school may petition to revise its charter at any time. The authorized chartering entity's review of the revised petition shall be limited in scope solely to the proposed revisions. In those instances where a non-virtual public charter school submits a proposed charter revision to the public charter school commission and such revision includes a proposal to increase such public charter school's approved student enrollment cap by ten percent (10%) or more, the commission shall hold a public hearing on such petition. The public charter school commission shall provide the board of the local school district in which the public charter school is physically located, notice in writing of such hearing, no later than thirty (30) days prior to the hearing. The public hearing shall include any oral or written comments that an authorized representative of the school district in which the public

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

charter school is physically located may provide regarding the impact of the proposed charter revision upon the school district. Such public hearing shall also include any oral or written comments that any petitioner may provide regarding the impact of the proposed charter revision upon such school district.

~~(8)~~ (9) When a charter is revoked pursuant to section 33-5209, Idaho Code, or the board of directors of the public charter school terminates the charter, the assets of the public charter school remaining after all debts of the public charter school have been satisfied must be returned to the authorized chartering entity for distribution in accordance with applicable law.

33-5207.CHARTER APPEAL PROCEDURE. (1) If a local school board of trustees, acting in its capacity as an authorized chartering entity, approves a petition for the conversion of an existing traditional public school within the school district over the objection of thirty (30) or more persons or employees of the district, or if an authorized chartering entity denies a petition for the establishment of a new public charter school for any reason including, but not limited to, failure by the petitioner to follow procedures or for failure to provide required information, then such decisions may be appealed to the state superintendent of public instruction within thirty (30) days of the date of the written decision, at the request of persons opposing the conversion of an existing traditional public school, or at the request of the petitioner whose request for a new charter was denied.

(2) The state superintendent of public instruction shall select a hearing officer to review the action of the authorized chartering entity, pursuant to section 67-5242, Idaho Code. The hearing officer shall, within thirty (30) days of receipt of the request, review the full record regarding the charter petition and convene a public hearing regarding the charter petition. Within ten (10) days of the public hearing, the hearing officer shall submit a written recommendation to the authorized chartering entity and to the persons requesting the review. The recommendation by the hearing officer either to affirm or reverse the decision of the authorized chartering entity shall be based upon the full record regarding the charter petition, including the standards and criteria contained in this chapter and upon any public charter school rules adopted by the state board of education. The recommendation shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the recommendations based on the applicable statutory provisions and factual information contained in the record.

(3) Within thirty (30) days following receipt of the hearing officer's written recommendation, the authorized chartering entity shall hold a meeting open to the public for the purpose of reviewing the hearing officer's written recommendation. Within ten (10) days of such meeting, the authorized chartering entity shall either affirm or reverse its initial decision. The authorized chartering entity's decision shall be in writing and contain findings which explain the reasons for its decision.

(4) If, upon reconsideration of a decision to approve the conversion of a traditional public school to a public charter school, the local school board:

- (a) Affirms its initial decision to authorize such conversion, the charter shall be approved and there shall be no further appeal.
- (b) Reverses its initial decision and denies the conversion, that decision is final and there shall be no further appeal.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

(5) If, upon reconsideration of a decision to deny a petition for a public charter school, the authorized chartering entity:

(a) Reverses its initial decision and approves the public charter school petition, there shall be no further appeal.

(b) Affirms its initial decision denying the public charter school petition, the board of directors of the nonprofit corporation identified in the petition may appeal to the state board of education. The state board of education shall hold a public hearing within a reasonable time after receiving notice of such appeal but no later than sixty (60) calendar days after receiving such notice, and after the public hearing, shall take any of the following actions: (i) approve or deny the petition for the public charter school, provided that the state board of education shall only approve the petition if it determines that the authorized chartering entity failed to appropriately consider the charter petition, or if it acted in an arbitrary manner in denying the petition; (ii) remand the matter back to the authorized chartering entity, which shall have authority to further review and act on such matter as directed by the state board of education; or (iii) redirect the matter to another authorized chartering entity for further review as directed by the state board of education. Such public hearing shall be conducted pursuant to procedures as set by the state board of education.

(6) A public charter school for which a charter is approved by the state board of education shall qualify fully as a public charter school for all funding and other purposes of this chapter. The public charter school commission shall assume the role of the authorized chartering entity for any charter approved by the state board of education as provided in subsection (5)(b) of this section. Employees of a public charter school approved by the state board of education shall not be considered employees of the local school district in which the public charter school is located, nor of the state board of education, nor of the commission.

(7) The decision of the state board of education shall be subject to review pursuant to chapter 52, title 67, Idaho Code. Nothing in this section shall prevent a petitioner from bringing a new petition for a public charter school at a later time.

(8) There shall be no appeal of a decision by a local school board of trustees which denies the conversion of an existing traditional public school within that district to a public charter school, or by an authorized chartering entity which approves a petition for a public charter school.

**33-5208.PUBLIC CHARTER SCHOOL FINANCIAL SUPPORT.** Except as provided in subsection (8) of this section, from the state educational support program the state department of education shall make the following apportionment to each public charter school for each fiscal year based on attendance figures submitted in a manner and time as required by the department of education:

(1) Per student support. Computation of support units for each public charter school shall be calculated as if it were a separate school according to the schedules in section 33-1002(4), Idaho Code, except that public charter schools with fewer than one hundred (100) secondary ADA shall use a divisor of twelve (12) and the minimum units shall not apply, and no public charter school shall receive an increase in support units that exceeds the support units it received in the prior year by more than thirty (30). Funding from the state educational support program shall be equal to the total

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

distribution factor, plus the salary-based apportionment provided in chapter 10, title 33, Idaho Code. Provided however, any public charter school that is formed by the conversion of an existing traditional public school shall be assigned divisors, pursuant to section 33-1002, Idaho Code, that are no lower than the divisors of the school district in which the traditional public school is located, for each category of pupils listed.

(2) Special education. For each student enrolled in the public charter school who is entitled to special education services, the state and federal funds from the exceptional child education program for that student that would have been apportioned for that student to the school district in which the public charter school is located.

(3) Alternative school support. Public charter schools may qualify under the provisions of sections 33-1002 and 33-1002C, Idaho Code, provided the public charter school meets the necessary statutory requirements, and students qualify for attendance at an alternative school as provided by rule of the state board of education.

(4) Transportation support. Support shall be paid to the public charter school as provided in chapter 15, title 33, Idaho Code, and section 33-1006, Idaho Code. Each public charter school shall furnish the department with an enrollment count as of the first Friday in November, of public charter school students who are eligible for reimbursement of transportation costs under the provisions of this subsection and who reside more than one and one-half (1 1/2) miles from the school. ~~For charter schools in the initial year of operation, the petition shall include a proposal for transportation services with an estimated first year cost.~~ The state department of education is authorized to include in the annual appropriation to the charter school sixty percent (60%) of the estimated transportation cost. The final appropriation payment in July shall reflect reimbursements of actual costs pursuant to section 33-1006, Idaho Code. To be eligible for state reimbursement under the provisions of section 33-1006, Idaho Code, the student to be transported must reside within the public charter school's primary attendance zone area, and must meet at least one (1) of the following two (2) criteria:

- (a) The student resides within the school district in which the public charter school is physically located; or
- (b) The student resides within fifteen (15) miles of the public charter school, by road.

The limitations placed by this subsection on the reimbursement of transportation costs for certain students shall not apply to public virtual schools.

(5) Payment schedule. The state department of education is authorized to make an advance payment of twenty-five percent (25%) of a public charter school's estimated annual apportionment for its first year of operation, and each year thereafter, provided the public charter school has an increase of student population in any given year of twenty (20) students or more, to assist the school with initial start-up costs or payroll obligations.

- (a) For a ~~state~~ public charter school to receive the advance payment, the school shall submit its anticipated fall membership for each grade level to the state department of education by June 1.
- (b) Using the figures provided by the public charter school, the state department of education shall determine an estimated annual apportionment from which the amount of the advance payment shall be calculated. Advance payment shall be made to the school on or after July 1 but no later than July 31.
- (c) All subsequent payments, taking into account the one-time advance payment made for the first year of operation, shall be made to the public charter school in



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

the same manner as other traditional public schools in accordance with the provisions of section 33-1009, Idaho Code.

A public charter school shall comply with all applicable fiscal requirements of law, except that the following provisions shall not be applicable to public charter schools: section 33-1003B, Idaho Code, relating to guaranteed minimum support; that portion of section 33-1004, Idaho Code, relating to reduction of the administrative and instructional staff allowance when there is a discrepancy between the number allowed and the number actually employed; and section 33-1004E, Idaho Code, for calculation of district staff indices.

(6) Nothing in this chapter shall be construed to prohibit any private person or organization from providing funding or other financial assistance to the establishment or operation of a public charter school.

(7) Nothing in this chapter shall prevent a public charter school from applying for federal grant moneys.

~~(8) (a) For the period July 1, 2003, through June 30, 2005, all public virtual schools shall be assigned divisors, pursuant to section 33-1002, Idaho Code, that are no higher than the median divisor shown for each respective category of pupils, among the possible divisors listed, for each respective category of pupils that contains more than one (1) divisor. If there is an even number of possible divisors listed for a particular category of pupils, then the lesser of the two (2) median divisors shall be used. For the period July 1, 2005, through June 30, 2007, all public virtual schools shall be assigned divisors, pursuant to section 33-1002, Idaho Code, that are no higher than the second highest divisor shown, among the possible divisors listed, for each respective category of pupils that contains more than one (1) divisor. The divisor provisions contained herein shall only be applicable to the number of pupils in average daily attendance in such public virtual schools for the period July 1, 2003, through June 30, 2004. If the number of pupils in average daily attendance in any particular category of pupils increases, during the period July 1, 2004, through June 30, 2005, to a number above that which existed in the prior fiscal year, then those additional pupils in average daily attendance shall be assigned the divisor, pursuant to section 33-1002, Idaho Code, that would have otherwise been assigned to the school district or public charter school had this section not been in force.~~

~~(b) Each student in attendance at a public virtual school shall be funded based upon either the actual hours of attendance in the public virtual school on a flexible schedule, or the percentage of coursework completed, whichever is more advantageous to the school, up to the maximum of one (1) full-time equivalent student.~~

~~(e)(b) All federal educational funds shall be administered and distributed to public charter schools, including public virtual schools, that have been designated by the state board of education as a local education agency (LEA), as provided in section 33-5203(7), Idaho Code.~~

(9) Nothing in this section prohibits separate face-to-face learning activities or services.

(10) The provisions of section 33-1021, Idaho Code, shall apply to public charter schools provided for in this chapter.

33-5209.ENFORCEMENT -- REVOCATION -- APPEAL. (1) An authorized chartering

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

~~entity shall ensure that all public charter schools for which it approved petitions, or for which it has responsibility, operate in accordance with the approved charter. A public charter school or the authorized chartering entity may enter into negotiations to revise its charter at any time. A public charter school may petition to revise its charter at any time. The authorized chartering entity's review of the revised petition shall be limited in scope solely to the proposed revisions. In those instances where a non-virtual public charter school submits a proposed charter revision to the public charter school commission and such revision includes a proposal to increase such public charter school's approved student enrollment cap by ten percent (10%) or more, the commission shall hold a public hearing on such petition. The public charter school commission shall provide the board of the local school district in which the public charter school is physically located, notice in writing of such hearing, no later than thirty (30) days prior to the hearing. The public hearing shall include any oral or written comments that an authorized representative of the school district in which the public charter school is physically located may provide regarding the impact of the proposed charter revision upon the school district. Such public hearing shall also include any oral or written comments that any petitioner may provide regarding the impact of the proposed charter revision upon such school district.~~

(2) If the authorized chartering entity has reason to believe that the public charter school has done any of the following, it shall provide the public charter school written notice of the defect and provide a reasonable opportunity to cure the defect:

- (a) Committed a material violation of any condition, standard or procedure set forth in the approved charter;
- (b) Failed to substantially meet any of the student educational standards identified in the approved charter;
- (c) Failed to meet generally accepted accounting standards of fiscal management;
- (d) Failed to demonstrate fiscal soundness. In order to be fiscally sound, the public charter school must be:
  - (i) Fiscally stable on a short-term basis, that is, able to service all upcoming obligations; and
  - (ii) Fiscally sustainable as a going concern, that is, able to reasonably demonstrate its ability to service any debt and meet its financial obligations for the next fiscal year;
- (e) Failed to submit required reports to the authorized chartering entity governing the charter; or
- (f) Violated any provision of law.

(3) A charter may be revoked by the authorized chartering entity if the public charter school has failed to cure a defect after receiving reasonable notice and having had a reasonable opportunity to cure the defect. Revocation may not occur until the public charter school has been afforded a public hearing and a reasonable opportunity to cure the defect, unless the authorized chartering entity reasonably determines that the continued operation of the public charter school presents an imminent public safety issue, in which case the charter may be revoked immediately. Public hearings shall be conducted by the governing authorized chartering entity, or such other person or persons appointed by the authorized chartering entity to conduct public hearings and receive evidence as a contested case in accordance with section 67-5242, Idaho Code. Reasonable notice and opportunity to reply shall include, at a minimum, written notice setting out the basis for consideration of revocation, a period of not less than thirty (30)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

days within which the public charter school can reply in writing, and a public hearing within thirty (30) days of the receipt of the written reply.

(4) A decision to revoke a charter or to deny a revision of a charter may be appealed directly to the state board of education. With respect to such appeal, the state board of education shall substantially follow the procedure as provided in section 33-5207(5)(b), Idaho Code. In the event the state board of education reverses a decision of revocation, the public charter school subject to such action shall then be placed under the chartering authority of the commission.

**33-5210.APPLICATION OF SCHOOL LAW -- ACCOUNTABILITY -- EXEMPTION FROM STATE RULES.** (1) All public charter schools are under the general supervision of the state board of education.

(2) Every authorized chartering entity that approves a charter shall be responsible for ensuring that each public charter school program approved by that authorized chartering entity meets the terms of the charter, complies with the general education laws of the state unless specifically directed otherwise in this chapter 52, title 33, Idaho Code, and operates in accordance with the state educational standards of thoroughness as defined in section 33-1612, Idaho Code.

(3) Each charter school shall comply with the financial reporting requirements of section 33-701, subsections 5. through 10., Idaho Code, in the same manner as those requirements are imposed upon school districts.

(4) Each public charter school is otherwise exempt from rules governing school districts which have been promulgated by the state board of education, with the exception of state rules relating to:

(a) Waiver of teacher certification as necessitated by the provisions of section 33-5205(3)(g), Idaho Code;

(b) Accreditation of the school as necessitated by the provisions of section 33-5205(3)(e), Idaho Code;

(c) Qualifications of a student for attendance at an alternative school as necessitated by the provisions of section 33-5208(3), Idaho Code;

(d) The requirement that all employees of the school undergo a criminal history check as required by section 33-130, Idaho Code; and

(e) All rules which specifically pertain to public charter schools promulgated by the state board of education. Public charter schools authorized by the public charter school commission are also subject to rules promulgated by the public charter school commission.

**33-5211.~~ASSISTANCE WITH PETITIONS~~ — TECHNICAL SUPPORT AND INFORMATION.** (1) The state department of education shall provide technical assistance to persons or groups preparing or revising charter petitions—, and to existing public charter schools in the same manner as such assistance is provided to traditional public schools and school districts.

(2) Upon request, the state department of education shall provide the following information concerning a public charter school whose petition has been approved:

(a) The public charter school's petition.

(b) The annual audit performed at the public charter school pursuant to the public charter school petition.

(c) Any written report by the state board of education to the legislature reviewing

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

the educational effectiveness of public charter schools.

(3) At least one (1) person among a group of petitioners of a prospective public charter school shall attend a public charter school workshop offered by the state department of education. The state department of education shall provide notice of dates and locations when workshops will be held, and shall provide proof of attendance to workshop attendees. Such proof shall be submitted by the petitioners to an authorized chartering entity along with the charter petition.

(4) Prior to submission of a petition for a new or conversion public charter school to an authorized chartering entity, the state department of education must conduct a sufficiency review of the petition and provide to the petitioners, in writing, the findings of such review.

33-5213.PUBLIC CHARTER SCHOOL COMMISSION. (1) There is hereby created an independent public charter school commission, referred to hereinafter as the commission, to be located in the office of the state board of education, pursuant to section 33-105, Idaho Code. It shall be the responsibility and duty of the executive director of the state board of education acting at the direction of the commission to administer and enforce the provisions of this chapter, and the director or his designee, shall serve as secretary to the commission.

(2) The public charter school commission shall adopt rules, subject to law, regarding the governance and administration of the commission.

(3) The commission shall be composed of seven (7) members:

(a) Three (3) members shall be current or former members of boards of directors of Idaho public charter schools, and shall be appointed by the governor, subject to the advice and consent of the senate; provided however, that no current board member of a public charter school authorized by the commission shall be eligible for appointment;

(b) Three (3) members shall be current or former trustees of an Idaho school district, and shall be appointed by the governor, subject to the advice and consent of the senate; and

(c) One (1) member shall be a member of the public at large not directly associated with the Idaho public education system, and shall be appointed by the governor, subject to the advice and consent of the senate.

~~For the purpose of establishing staggered terms of office, the~~ The initial term of office for ~~three (3)~~ commission members shall be four (4) years and ~~thereafter shall be four (4) years;~~ the initial term of office for two (2) members shall be three (3) years and ~~thereafter shall be four (4) years;~~ and the initial term of office for two (2) members shall be two (2) years and ~~thereafter shall be four (4) years.~~ In making such appointments, the governor shall consider regional balance. Members of the commission shall hold office until the expiration of the term to which the member was appointed and until a successor has been duly appointed, unless sooner removed for cause by the appointing authority. Whenever a vacancy occurs, the appointing authority shall appoint a qualified person to fill the vacancy for the unexpired portion of the term.

(4) All members of the commission shall be citizens of the United States and residents of the state of Idaho for not less than two (2) years.

(5) The members of the commission shall, at their first regular meeting following the effective date of this act, and every two (2) years thereafter, elect, by a majority vote of the members of the commission, a chairman and a vice-chairman. The chairman

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

shall preside at meetings of the commission, and the vice-chairman shall preside at such meetings in the absence of the chairman. A majority of the members of the commission shall constitute a quorum. The commission shall meet at such times and places as determined to be necessary and convenient, or at the call of the chair.

(6) Each member of the commission not otherwise compensated by public moneys shall be compensated as provided in section 59-509(h), Idaho Code.

**33-5215.PROFESSIONAL-TECHNICAL REGIONAL PUBLIC CHARTER SCHOOL.** (1) A professional-technical regional public charter school is hereby declared to be a public charter school and as such, the provisions of chapter 52, title 33, Idaho Code, shall apply to each professional-technical regional public charter school in the same manner and to the same extent as the provisions of charter school law apply to other public charter schools, with the exception of certain conditions and applications as specifically provided in this section.

(2) In addition to the approval provisions of this chapter, approval of a professional-technical regional public charter school by an authorized chartering entity shall not be final until the petition has also been reviewed by the division of professional-technical education.

(3) Funding for a professional-technical regional public charter school shall be the same as provided in section 33-5208, Idaho Code, except that:

(a) The salary-based apportionment for a professional-technical regional public charter school shall be the statewide average index for public charter schools. Such salary-based apportionment may be used for payment of contracted services or for direct hire of staff;

(b) The board of directors may contract for the services of certificated and noncertificated personnel, to procure the use of facilities and equipment, and to purchase materials and equipment, which in the judgment of the board of directors is necessary or desirable for the conduct of the business of the professional-technical regional public charter school; and

(c) Transportation support shall be paid to the professional-technical regional public charter school in accordance with the provisions of chapter 15, title 33, Idaho Code.

(4) A professional-technical regional public charter school shall provide assurances in state attendance reports that it has verified attendance reports, which generate ADA with its participating school districts, to make certain that the districts and the charter school do not duplicate enrollment or ADA claims.

**33-5216.PUBLIC POSTSECONDARY INSTITUTIONS -- PUBLIC CHARTER HIGH SCHOOLS.** (1) Any public postsecondary institution located in this state is hereby authorized to operate a public charter high school in Idaho. The provisions of chapter 52, title 33, Idaho Code, shall apply to each such public charter high school in the same manner and to the same extent as the provisions of charter school law apply to other public charter schools, with the exception of certain conditions and applications as specifically provided in this section.

(2) With the consent of the state board of education, a public postsecondary institution may petition to establish a public charter high school to the public charter school commission or to the local board of trustees.

(3) The president or chief executive officer of such postsecondary institution, or

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

his designee(s), shall serve as the board of trustees of any public charter high school opened for educational instruction pursuant to this section.

(4) For the purposes of this section, the term "high school" means a school serving any grades from ninth grade or higher.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

33-5203.AUTHORIZATION -- LIMITATIONS. (1) The creation of public charter schools is hereby authorized. Public charter schools shall be part of the state's program of public education.

(2) The number of new public charter schools which may begin educational instruction ~~in any one (1) school year~~ shall be limited ~~in number~~ in accordance with the following:

~~(a) Not more than six (6) new public charter schools may begin educational instruction in any one (1) school year, and~~

~~(b) Not more than one (1) new public charter school may begin educational instruction that is physically located within any one (1) school district in any one (1) school year, and~~

~~(c) (a) No whole school district may be converted to a charter district or any configuration which includes all schools as public charter schools, and~~

~~(d) Public virtual charter schools approved by the public charter school commission are not included in paragraph (b) of this subsection, and~~

~~(e) The transfer of a charter for a school already authorized pursuant to section 33-5205A, Idaho Code, is not included in the limit on the annual number of public charter schools approved to begin educational instruction in any given school year as set forth in paragraph (a) of this subsection, and~~

~~(f) (b) A petition must be received by the initial authorized chartering entity no later than September 1 to be eligible to begin instruction the first complete school year following receipt of the petition, and~~

~~(g) (c) To begin operations, a newly-chartered public school must be authorized by no later than January 1 of the previous school year.~~

(3) A public charter school may be formed either by creating a new public charter school, which charter may be approved by any authorized chartering entity, or by converting an existing traditional public school to a public charter school, which charter may only be approved by the board of trustees of the school district in which the existing public school is located.

(4) No charter shall be approved under this chapter:

(a) Which provides for the conversion of any existing private or parochial school to a public charter school.

(b) To a for-profit entity or any school which is operated by a for-profit entity, provided however, nothing herein shall prevent the board of directors of a public charter school from legally contracting with for-profit entities for the provision of products or services that aid in the operation of the school.

(c) By the board of trustees of a school district if the public charter school's physical location is outside the boundaries of the authorizing school district. The limitation provided in this subsection (4)(c) does not apply to a home-based public virtual school.

(5) A public virtual school charter may be approved by the public charter school commission. In addition, a charter may also be approved by the state board of education pursuant to section [33-5207](#)(5)(b), Idaho Code.

(6) The state board of education shall adopt rules, subject to law, to establish a consistent application and review process for the approval and maintenance of all public charter schools.

(7) The state board of education shall be responsible to designate those public charter schools that will be identified as a local education agency (LEA) as such term is

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

defined in 34 CFR 300.18; however, only public charter schools chartered by the board of trustees of a school district may be included in that district's LEA.



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

TITLE 33  
EDUCATION  
CHAPTER 21  
JUNIOR COLLEGES

33-2110A. TUITION OF OUT OF DISTRICT IDAHO STUDENTS, COUNTY TAXES AND OTHER FINANCIAL SUPPORT. (1) Any student residing in the area of a county outside of a community college district or in a county without a community college district, who has been a resident of the county and state as defined by section [33-2110B](#), Idaho Code, immediately prior to the date of his first enrollment in a community college, which residence may not be acquired while attending and enrolled in a community college, may enroll in any community college in the state, and the county of his residence shall pay that portion of his tuition as hereinafter set out. The tuition which shall be paid by the resident county shall be that portion of the tuition uniformly established by a community college district for all out of district students, both in state as well as out of state, pursuant to section [33-2110](#), Idaho Code, after deducting therefrom the amount of tuition paid by a resident student at the community college; however, the liability of the resident county shall not exceed two-thirds (2/3) of the total tuition and fees charged and in no instance shall it exceed ~~five hundred one thousand~~ dollars (\$~~51,000~~) each semester for a two (2) semester year for a full-time student. The student shall pay the tuition and fees charged a student resident in the district, and the balance, if any, of the nonresident student tuition above the maximum liability of the county of his residence. No county shall be liable for out of district tuition unless the board of county commissioners of that county has first verified to the community college in writing the fact that the student is a resident of the county. Upon verification, the county shall thereafter be liable for the out of district tuition so long as the student is duly enrolled and attending the college subject to the following limitations:

(a) Liability shall be the term of the curriculum for which the student is enrolled, with a maximum lifetime liability of ~~three six~~ thousand dollars (\$~~36,000~~) ~~and:-~~

(b) Liability shall terminate if the student's domiciliary residence changes and that change continues for twelve (12) months.

(2) The nonresident tuition shall be established annually not later than August 1 and shall be forthwith filed with the state board of education, together with a statement supporting the computation thereof. Each community college, by October 15 and March 15 of each year, shall bill the county of residence of each nonresident student enrolled at the commencement of each semester, and each board of county commissioners shall allow and order paid any bill for tuition at the first regular meeting following receipt of the bill, but not exceeding forty-five (45) days after receipt. Upon failure of a county to pay the tuition, a community college district may commence action in the district court of the state of Idaho for the county to collect the same.

(3) For the payment of tuition of nonresident students as herein provided, there shall be allocated in each county without a community college district to a county community college fund, and paid to the county treasurer to be held in that fund, fifty percent (50%) of all moneys apportioned to the county out of liquor funds of the state of Idaho as set forth in [chapter 4, title 23](#), Idaho Code, and that amount shall be deducted from the amount that would otherwise be allocated to the county; and if liquor funds are not sufficient to pay the tuition, ~~commencing for the calendar year 1966,~~ the board of county commissioners shall levy upon the taxable property within each county without a

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 20, 2011**

---

community college district, and, in a county with such a district, upon the taxable property within the county lying outside of the community college district, a property tax not to exceed six hundredths percent (.06%) of market value for assessment purposes, to be certified as set out in section [33-2111](#), Idaho Code. The proceeds of the levy shall be placed in the county community college fund.

~~Apportionment of liquor funds herein provided shall commence for the fiscal quarter ending September 30, 1965, and accruing during that quarter.~~

(4) Based upon the enrollment established by the first semester's tuition bills received by October 15, the board of county commissioners shall establish immediately a total community college annual tuition budget for two (2) semesters which shall be equal to twice the amount of the tuition bills plus a contingency factor of ten percent (10%). This budget shall be adjusted after March 15 based on any change of enrollment shown by the second semester tuition bills. If enrollment is from zero to not more than four (4) students, a minimum budget of five (5) students at five hundred dollars (\$500) each shall be established. In the event all tuition bills received have been paid, notwithstanding any other provision hereof, (a) any liquor funds received, which in the quarter when received to any extent are in excess of the budget, to the extent of that excess shall not be paid over to the county treasurer to be held in the community college fund, and (b) any funds received from the levy on taxable property, which when received to any extent are in excess of the budget after the application of liquor funds thereto, to the extent of that excess shall not be paid over to the community college fund. Excess liquor funds shall be paid pursuant to law as if this section were not applicable and excess funds shall be paid to the general fund of the county. In the event the total liquor fund payable hereunder to the county community college fund together with the receipts from the levy on taxable property for each fiscal year are insufficient to pay tuition bills, which deficiency is caused by a levy of less than the maximum allowed hereunder, or by enrollment in excess of the budget herein provided, the budget for each following year shall be increased to the maximum allowed by the maximum tax levy authorized to pay any deficiency at the earliest time. If the deficiency is due to the lack of funds in a fiscal year when the maximum levy authorized shall have been made, for the next fiscal year thereafter the number of students from that county shall be limited by the board of county commissioners to the extent necessary to pay the deficiency not later than the end of the following year. ~~Provided nevertheless, for the two (2) semesters commencing September, 1965, the board of county commissioners shall limit the community college budget and total students to estimated liquor funds available on quarterly disbursements through June 30, 1966.~~ Any limitation of students authorized shall be accomplished (a) on the basis of student grades and financial need, and (b) by each community college notifying the county of residence of each student's application and the county shall accept or reject the application at least five (5) days prior to the tuition billing dates set out herein. A community college shall nevertheless have a right to require any student residing outside the district to pay nonresident tuition if the county of his residence is more than twenty-five percent (25%) in arrears of a total county tuition bill for one (1) year as of the beginning of the subsequent semester, but tuition shall be refunded to such students when paid by the county.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
OCTOBER 20, 2011**

---

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>FIRST READING, PROPOSED AMENDMENTS TO BOARD POLICY III.W. HIGHER EDUCATION RESEARCH</b>	Motion to Approve
<b>2</b>	<b>VALUE OF HIGHER EDUCATION RESEARCH REPORT</b>	Information Item

**THIS PAGE LEFT INTENTIONALLY BLANK**

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**OCTOBER 20, 2011**

---

**SUBJECT**

Second Reading, Proposed Amendments to Board Policy III.W., Higher Education Research

**REFERENCE**

June 17, 2010

Board approved a second reading to Board Policy III.W. Higher Education Research

August 11, 2011

Board approved first reading to Board Policy III.W. Higher Education Research

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research Council Policy

**BACKGROUND/DISCUSSION**

The Board's Higher Education Research Policy, III.W., is intended to recognize Idaho's universities role as a driving force in innovation, economic development, and enhanced quality of life for Idaho. By developing and leveraging the State's unique research expertise and strengths, Idaho's universities will serve as catalyst and engine to spur the creation of new knowledge, technologies, products and industries. This in turn will lead to new advances and opportunities for economic growth and enhance the Idaho's reputation as a national and international leader in excellence and innovation.

The Higher Education Research Council (HERC) of the Idaho State Board of Education is responsible for advising the Board on the implementation of strategies that increase the quality and quantity of research in Idaho, encourage continued public and private support of research, enhance the quality and quantity of academic research produced, increase faculty eligible to compete for research funds, where appropriate, development of Idaho public institutions' research infrastructure and the development and implementation of a higher education statewide strategic plan for research.

At the August 2011 Board meeting the Board approved a first reading of amendments to Board policy III.W. Changes included a restructuring of the HERC committee members, designation of the Vice Presidents of Research as the Chairs, to serve on a rotating basis and the inclusion of a nomination process for new members.

There have been no changes between the first and second reading.

**IMPACT**

Approval of the amendments to Board policy III.W. will provide HERC with the structure needed to effectively address policy and programs consistent with the current climate of academic research in the Idaho.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**OCTOBER 20, 2011**

---

**ATTACHMENTS**

Attachment 1 - Proposed Amendments for Board Policy III.W.,  
Higher Education Research

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed changes will allow HERC to be more responsive and focus on Higher Education Research issues that affect our public postsecondary institutions system wide.

Board staff recommends approval of proposed amendments to Board Policy III.W. Higher Education Research as presented.

**BOARD ACTION**

I move to approve the second reading of Board Policy III.W., Higher Education Research to include the restructure of Higher Education Research Council and the inclusion of a member selection process as submitted.

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

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
OCTOBER 20, 2011**

---

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: III. POSTSECONDARY AFFAIRS  
SUBSECTION: W. Higher Education Research**

**October 2011**

---

**1. Higher Education Research Council**

**a. Purpose and Coverage**

Idaho's universities seek to be a driving force in innovation, economic development and enhanced quality of life in the State of Idaho through nationally and internationally lauded research programs in strategic areas. By developing and leveraging the State's unique research expertise and strengths, Idaho's universities will serve as catalyst and engine to spur the creation of new knowledge, technologies, products and industries. This in turn will lead to new advances and opportunities for economic growth and enhance the State's reputation as a national and international leader in excellence and innovation.

The Higher Education Research Council of the Idaho State Board of Education (HERC) provides guidance to Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho for a statewide collaborative effort to accomplish these goals and objectives. In addition, HERC provides direction for and oversees the use of the limited resources of the State of Idaho provided by the Legislature for research by promoting research activities that will have the greatest beneficial effect on the quality of education and the economy of the State. The implementation of the higher education research policy of the Board will be the duty and responsibility of HERC. HERC shall report annually to the Board on a schedule and in a format established by the Executive Director.

**b. The Role of Research in Higher Education**

Research is the creative search for and application of new knowledge.

**i. Philosophical Statements and Guiding Principles**

The significant role science, technology and other research play in statewide economic development is also accompanied by a demand for the scrutiny of publicly funded research, accountability, and attention to the management of ethical, legal, and safety issues associated with academic research. To fulfill this role, HERC will direct and oversee the development, implementation, and monitoring of a statewide strategic plan for research. The development of a statewide strategic plan for research that will assist in the identification of general research areas that will enhance the economy of Idaho via partnering between academia, industry, and/or government. HERC will facilitate this partnering and interaction among business, industry and the public sector with science, engineering and other research faculty.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
OCTOBER 20, 2011**

---

This Policy is designed to assist the public baccalaureate and post-baccalaureate institutions in addressing these areas via appropriate research activities through:

- 1) individual and multi-disciplinary research projects;
- 2) extensive and rapid dissemination of the new knowledge and establishment of knowledge networks which would facilitate public, private, and academic institution interaction; and
- 3) collaborative relationships between academia and varied shareholders outside the academy.

The guiding principles are:

- 1) to maximize impact on the quality of education and economic development as a consequence of Idaho's investment in quality science, engineering, and other research.
- 2) to ensure accountability for the state's investment via demonstrable results.

ii. Support of research activities with public funds is important because:

- 1) Research is important in the education of students at all levels.
- 2) Research plays an important role in maintaining and enhancing faculty quality.
- 3) Academic research contributes to economic development.

iii. The Board desires to increase the quality and quantity of research and to encourage continued public and private support of research in Idaho through application of the following principles:

The quality and quantity of academic research produced is extremely dependent upon the research infrastructure.

Faculty at Idaho's baccalaureate and post-baccalaureate institutions will be eligible to compete for research funds.

iv. The development and implementation of a statewide strategic plan for research is a vehicle for identification of research objectives and areas.

c. Specific Funding Programs to Strengthen Research in Idaho

The Board recognizes that talent exists on all of the campuses and the importance of permitting competition for research support and initiation funds. Therefore, the Board will use the following criteria in allocating funds for research activities under this policy at the various institutions.

Additionally, any condition set forth in the legislative appropriation for these research programs must be demonstrably met by the programs and/or projects that are to receive the appropriation.



i. Infrastructure

A portion of the competitive research funding should be distributed to the state's baccalaureate and post-baccalaureate institutions to support their science, engineering, and other research infrastructure. Distribution of these funds will be made according to guidelines approved by HERC. These funds should be reserved for library support essential to research, graduate research assistantships, post doctoral fellows, technician support, maintenance contracts, research equipment, competitively awarded summer research support, startup funds for new hires, and incentives to reward faculty for their research achievements.

ii. Targeted Research Funding

Faculty members at the state's baccalaureate and post-baccalaureate institutions will have an opportunity to submit research project proposals for review under this program.

- 1) All projects selected for funding under this program will demonstrate the potential for economic benefit or cost savings for the State.
- 2) A major focus under this program should be start-up and seed funds that will assist a principal investigator in promoting basic or applied research; competing for external funding; and enhancing technology transfer or commercialization.
- 3) Collaborative research projects are encouraged.

Guidelines for this program will be established by HERC, will incorporate an independent peer review, and will include an evaluation component for commercial applicability for the benefit of the State.

iii. Research Centers

Many important research advances are made through focused research centers. These centers should involve several faculty members from multiple institutions in conjunction with the necessary research equipment and support personnel. The funds needed to establish centers of this type should be adequate to create a critical research mass for multiple years leading to research center sustainability. State funding should be supplemented by non-state matching funds.

iv. State Matching Awards

Under this program State funds would be available to match those awarded by non-state sources by using an external peer review process.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**OCTOBER 20, 2011**

---

Examples of matching entities for the state matching funds would be:

- 1) Federal Agencies
- 2) EPSCoR projects e.g., National Science Foundation, National Institute of Health, Department of Energy, Department of Defense, National Aeronautics and Space Administration, etc.
- 3) Foundations
- 4) Business and Industry
- 5) Other

v. Post-Award Accountability

Any project receiving funding through any of the previously described Board sponsored programs will be required to report on its productivity with respect to such items as:

- 1) number of students involved;
- 2) number of faculty involved;
- 3) external funding earned as a result;
- 4) publications in refereed journals;
- 5) presentations at professional meetings and conferences;
- 6) patents awarded or pending;
- 7) economic benefits; or
- 8) problem resolution.

Reporting procedures will be established and administered through HERC.

d. Responsibilities and Membership of the Higher Education Research Council

In order to advise the Idaho State Board of Education on the implementation of the above strategies, HERC will report to the Board through the Instruction, Research and Student Affairs Committee. The assigned responsibilities of HERC will include the following:

- i. direct and oversee the development of a higher education statewide strategic plan for research;
- ii. direct and oversee the use of Legislatively appropriated funds for higher education research;
- iii. determine and distribute to all interested parties the guidelines for submission of proposals under the competitive programs;
- iv. organize the review procedures for proposals submitted under the guidelines mandated and recommend to the Board which of these proposals should be funded;
- v. monitor the productivity of each funded project to warrant continued funding and to provide accountability.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**OCTOBER 20, 2011**

---

The membership of HERC shall consist of:

- i. the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College;
- ii. a representative of the Idaho National Laboratory (INL); and
- iii. three non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics.

The Board shall appoint the three non-institutional representatives. The three non-institutional representatives shall be appointed for terms that are initially staggered to provide a rolling renewal of appointments. Thereafter, appointments shall be for three years. The appointments of the representative of INL shall be subject to approval of the Board. All members of HERC shall have equal voting privileges.

One (1) of the Vice Presidents of Research shall serve as chair of the Council, with a new chair selected each academic year such that the chair shall rotate among the Vice Presidents of Research. No Vice President of Research shall serve more than three (3) consecutive terms.

Executive Committee:

The Executive Committee shall consist of the three Vice Presidents of Research.

e. Nominating Process

HERC shall nominate candidates for membership for Board consideration. The list of candidates, including letters of interest and biographical information, must be forwarded to the Board for consideration not less than 60 days prior to expiration of the term of a committee member, or within 30 days after any vacancy.

i. Incumbent Reappointment

If the incumbent candidate is interested in reappointment and is eligible to continue serving based on HERC's current membership structure, the incumbent will provide in writing his or her interest for reappointment, which will be forwarded to the Board for consideration.

ii. Open Appointment

- 1) HERC members shall solicit nominations with consideration given to geographic, private industry involvement, and other representation characteristics.
- 2) Each nominee must provide a written statement expressing his or her interest in becoming a member of HERC. Each nominee must also

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**OCTOBER 20, 2011**

---

provide a description of his or her qualifications, and must identify his or her primary residence.

- 3) HERC will review all nominations for the vacant position and will forward the qualified candidates with recommendations to the Board for consideration.

The Board may, after a review of nominee's pursuant to the process described herein, consider other candidates for HERC membership identified by the Board or its staff.

## 2. Experimental Program to Stimulate Competitive Research (EPSCoR)

### a. Overview

The Experimental Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR shall be subject to federal program requirements and policy established by the Idaho State Board of Education (Board). The purpose of EPSCoR is to build a high-quality, academic research base to advance science, technology, engineering and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

### b. EPSCoR Mission

Idaho EPSCoR's mission shall be to stimulate systematic and sustainable improvements in Idaho's academic science, technology, engineering and mathematics (STEM) research capabilities for the purpose of establishing nationally prominent research competitiveness in selected areas eligible for support by the National Science Foundation and other federal and private sponsors. It is expected that EPSCoR investments shall harmonize with the research interests of Idaho's public universities, the State of Idaho, and Idaho's industries. The University of Idaho, Idaho State University and Boise State University are Idaho EPSCoR partner institutions.

### c. Idaho EPSCoR Committee

Idaho EPSCoR shall be guided by a committee appointed by the Board.

#### i. Duties and Responsibilities

The Idaho EPSCoR Committee shall serve under the direction of the Board and shall oversee the implementation of the Idaho EPSCoR program and office. The Idaho EPSCoR Committee is responsible for the selection and progress of EPSCoR projects funded by various federal agencies, in

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
OCTOBER 20, 2011**

---

accordance with agency-specific guidelines. The committee shall establish policies and procedures to ensure that EPSCoR program goals and objectives are met. These policies and procedures shall be brought to the Board for approval. The committee will carry out the following EPSCoR objectives:

- 1) To catalyze key research themes and related activities within and among EPSCoR jurisdictions that empower knowledge generation, dissemination and application;
- 2) To activate effective jurisdictional and regional collaborations among academic, government and private sector stakeholders that advance scientific research, promote innovation and provide multiple societal benefits;
- 3) To broaden participation in science and engineering by institutions, organizations and people within and among EPSCoR jurisdictions; and
- 4) To use EPSCoR for development, implementation and evaluation of future programmatic experiments that motivates positive change and progression.

ii. Operating Procedures

The committee will meet in person annually, and more often by teleconference to fulfill its duties. Additional meetings may be called by the chair or by request of three (3) or more committee members. The chair will appoint subcommittees as needed. The appointments are subject to review of the entire committee. On a regular basis, the committee shall monitor the activities of the project director and provide direction as necessary.

The project director, under the direction of the chair, prepares the agenda, schedules each meeting of the committee and maintains a written record of the committee's activities.

iii. Membership

Committee membership shall be constituted to provide for geographic, academic, business and state governmental representation. The committee shall consist of sixteen (16) members with voting privileges, composed of the following:

- 1) The Vice President for Research or Chief Research Officer at the University of Idaho, Idaho State University, and Boise State University;
- 2) One member from each chamber of the Idaho state legislature;
- 3) One representative from Idaho National Laboratory;
- 4) One representative from the Idaho Department of Commerce – such individual shall be focused on economic development;
- 5) The remainder shall be representatives of the private sector who have a stake in developing the state's research infrastructure or who have experience in innovation and entrepreneurial activities, applied research

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**OCTOBER 20, 2011**

---

and development, management and finance, or community economic development.

In addition, one representative of the Governor's office and one member of the Board shall serve on the committee as ex officio members without voting rights.

iv. Nominating Process

The Idaho EPSCoR Committee will nominate candidates for committee membership for consideration by the Board. The list of candidates must be forwarded to the Board for consideration not less than 60 days prior to expiration of the term of committee member, or within 30 days after any vacancy.

1) Incumbent Reappointment

In the event that the incumbent candidate is interested in reappointment and is eligible to continue serving, the nominating committee shall forward a recommendation to the Board, along with a letter of interest and statement of qualifications for the incumbent. The Board may choose to reappoint the incumbent without soliciting other candidates, thus completing the appointment procedures. If there is no incumbent seeking reappointment, or if the Board chooses not to reappoint an incumbent, the procedures are as outlined in item (2).

2) Open Appointment

- a) The EPSCoR committee on behalf of the Board will advertise the vacancy in appropriate state, regional or local publications. Such advertisements will solicit interested persons to apply for the vacant position on the Idaho EPSCoR Committee.
- b) Each applicant must provide a written statement expressing his or her interest in becoming a member of the committee. Each applicant must also provide evidence of his or her qualifications, and must identify his or her primary residence.
- c) The EPSCoR committee will review all applications for the vacant position and conduct interviews as deemed necessary. The purpose of this review is to identify the most qualified candidates for Board consideration.
- d) The EPSCoR committee will forward the qualified candidates, in order of preference, to the Board for consideration. The Board may provide for interviews of the candidates, if needed.

The Board may, after review of the candidates nominated by the committee pursuant to the process described herein, consider other candidates for committee membership identified by the Board or its staff.

v. Terms of Membership

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
OCTOBER 20, 2011**

---

Committee members shall serve five-year terms. An incumbent member may be nominated by the committee for re-appointment by the Board, but no member may serve more than three (3) consecutive terms. All terms, regardless of length, shall begin on July 1st and end on June 30th of the year(s) beginning or ending said term.

Appointments will be staggered to ensure that no more than one-third (1/3) of the appointments will become vacant in any given year. An appointee who has reached the end of his or her term shall remain in service as a committee member until reappointment, or until the appointment of a new member is named and approved by the Board. Officers will be nominated and elected by a vote of the committee.

d. Reporting

The committee shall prepare an annual report to the Board that details all projects by federal agency source, including reports of project progress from associated external Project Advisory Board (PAB).

e. Idaho EPSCoR Office

Within guidelines specified by NSF and this policy, the EPSCoR committee shall determine and select an Idaho EPSCoR partner institution to serve as the lead institution which will house the project director for purposes of administering Idaho EPSCoR and providing support and resources to the Idaho EPSCoR Committee.

f. Idaho EPSCoR Project Leadership

The project director and any associate project directors are selected by and serve under the direction of the Idaho EPSCoR Committee.

The project director shall be a tenured faculty member of an Idaho EPSCoR partner institution whose qualifications must include: a successful research track record (grants and professional publications) in science or engineering, experience in research management and academic administration, and a successful record of dealing with various segments of academic institutions, government, industry, and the public.

**THIS PAGE LEFT INTENTIONALLY BLANK**



**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
OCTOBER 20, 2011**

---

**SUBJECT**

Value of Research to Postsecondary Education

**REFERENCE**

May 2011

Board discussed the necessity of determining the impact of three research institutions on the statewide education system.

**BACKGROUND/DISCUSSION**

This report is in response to the request made at the May Board retreat to describe and document the impact of the research function at each of the three universities in Idaho. The report was to document the value of the research to the institution and the state as well as the costs associated with maintaining a research function. The original request was made by President Westerberg during the May retreat with concurrence from the remainder of the Board. A formal Board motion was not made. Board Member Edmunds was asked to facilitate the report generation. The Vice Presidents of Research (VPR) from Boise State University, Idaho State University and the University of Idaho were tasked with creating the report. After some conversations about the scope of the report, a format was agreed upon. The report was to document the value research adds to or takes away from an institution's core mission to produce degrees and an educated citizenry, and to include quantifiable data supporting the information provided.

**IMPACT**

The attached report provides information on the value of research at the universities. It will assist the Board in thinking about the role research should play in the development of institutional roles and missions.

**ATTACHMENTS**

Attachment 1 – Value of Research Collaborative Report

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board identified research as being one of the priority areas for the Board in the coming year during the May 2011 Board retreat. Additionally, in past years there have been ongoing discussions regarding the impact of three research institutions on the statewide educational system, the cost to run three research institutions and the relative need, given the state's demographics, of having three research institutions. An institution's mission statement and program offerings are impacted by their research vision for the future. The Board will be approving the institutions' Role and Mission Statements in February as well as additional graduate level program approval requests in future meetings.

The Board should use the information presented to inform their decision making about institutional roles and missions as well as decisions about future graduate degrees.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**OCTOBER 20, 2011**

---

**BOARD ACTION**

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

**THE VALUE OF RESEARCH IN IDAHO HIGHER EDUCATION**

**A report prepared by Boise State University,  
Idaho State University and the University of Idaho**

Idaho's universities are deeply embedded in the life, economy and culture of the state they serve. Conducting research enhances the universities' core mission of educating undergraduate students by generating a wealth of opportunities, supporting classroom instruction, encouraging retention, creating a culture of excellence, attracting and retaining top talent in our state and strengthening Idaho's economy. This paper explores some of the many ways that the research enterprises at Idaho universities benefit students, and as part of an upward spiral of opportunity, our state as a whole.

**Students: A Stronger Education, A Brighter Future**

An important role of research is to provide a strong scholarly base for educational programs. This model also upholds the original intention that American universities were established with the idea that teaching should be informed by scholarship and research.

A landmark 2007 report from the Boyer Commission notes that a research university's "ability to create such an integrated education will produce a particular kind of individual, one equipped with a spirit of inquiry and a zest for problem solving; one possessed of the skill in communication that is the hallmark of clear thinking as well as mastery of language; one informed by a rich and diverse experience. It is that kind of individual that will provide the scientific, technological, academic, political, and creative leadership for the next century. "

As Idaho strives to educate its next generation of leaders, the integrated education model referred to in the Boyer report is of increasing relevance. Teaching and research are inseparable components in the learning environments of Idaho's universities, creating a culture of inquiry, and providing experiences for students that form the bedrock of future careers and a lifetime of success.

Students work alongside faculty on funded research projects and in the process develop relationships with mentors that build confidence and support learning. As part of research teams facilitated by talented faculty, students learn from each other and develop skills in leadership and collaboration that prepare them for challenging careers. Research enhances classroom learning by providing opportunities for students to "use" what they learn in hands-on settings, thus making abstract concepts more accessible and helping students understand their relevance to address real world issues and challenges.

Conducting research encourages students to stay in college and complete their educations, and thus is a supporting factor in reaching the State Board of Education's 60 percent goal – that 60 percent of Idahoans age 25-34 will have a degree or certificate of value by the year 2020. Financial issues, a sense of isolation, and a lack of motivation are consistently identified in surveys as among primary reasons students drop out– all issues that student research addresses. Research grants fund student salaries that help pay tuition and living costs, and research groups provide a sense of camaraderie and shared purpose. During FY 2010, 35 percent of the total amount of student salaries at Idaho's universities were paid from federal and state research awards and other sponsored projects– more than \$12.4 million. The overall number of students who received salaries from sponsored projects funding was 2,086.

## INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

### OCTOBER 20, 2011

---

A study from Boise State provides more evidence of the positive relationship between student research and student retention: The College of Engineering placed 37 freshman and sophomore students in college research programs. The one-year retention rate for these students was 100 percent – well above the overall retention rate for sophomore and freshmen classes.

Professor M. Powell at the University of Idaho Aquaculture Research Institute in Hagerman worked with two high school teachers at Filer High School in 2004 to develop a biotechnology course for juniors and seniors using genetic sequencing equipment donated by the university. Part of the course was the genetic sequencing of fish samples for Idaho Department of Fish and Game and Idaho Power. In addition, 13 juniors and seniors have done semester long projects with Powell at the Hagerman facility. All 13 students have gone on to study at universities.

For the past two years, Idaho State University has operated the Career Path Internship Program. The purpose of this program is to provide opportunities for the University to employ students on campus in positions concomitant with their academic and professional interests. First year data shows that 84% of those involved in the CPI program returned to the universities the next year (9% graduated).

Each year undergraduate and graduate students give research presentations at regional, national and international conferences, invaluable experiences that build confidence, lead to new professional contacts and broaden perspectives of the world. Idaho students publish their research findings in prestigious academic journals, an indication of the rigor and relevance of their research. It is particularly impressive that *undergraduate* students are authors, something unheard of at many state universities where only graduate students conduct research that leads to publication.

Idaho students are listed as inventors on patents awarded to their respective universities by the U.S. Patent Office. As active participants in the development of intellectual property, students gain an understanding and passion for innovation, the steps involved in patent acquisition and how to present complicated material in way that underscores its potential and relevance.

Students actively engaged in conducting research gain experience and expertise that increases their competitiveness for high-paying jobs after graduation. In 2010, Idahoans working in the high-tech sector earned an average \$71,216 – more than overall salary average of \$34,904, according to the Idaho Department of Labor. Through research internships and research collaborations with public and private sector partners, students have many opportunities to interact with potential employers, develop contacts and hone skills that enhance their competitiveness for these sought-after jobs.

New graduates entering industry bring knowledge of recent scientific research and an ability to solve complex problems, perform research and develop ideas. At the same time, the skills gained by conducting research are highly transferable, since at their core they involve the ability to communicate clearly, to tackle complex challenges, learn new protocols and to collaborate effectively. In today's increasingly competitive market, such skills strengthen a prospective employee's opportunities for obtaining a rewarding job.

In addition to undergraduate education, research conducted at Idaho universities is integral to the coursework and success of graduate students, many of whom receive external support for master's and Ph.D. programs through research fellowships awarded as part of federal grants. The U.S. Bureau of Labor and Statistics projects jobs that typically require a master's or doctoral degree are likely to increase 17-18 percent between 2008 and 2018, with a projected

estimate of 2.5 million jobs, underlying the importance of graduate education in a number of fields of study.

### **Faculty and Institutions: Leveraging Strengths**

Faculty members who conduct research are oftentimes at the cutting edge of their fields. They bring this knowledge to their teaching, research labs and interactions with students and colleagues, raising the standards of scholarly work and education beyond their disciplines to create a “rising tide” of university excellence that advances the entire institution, regardless of field of study. In a setting in which inquiry is prized, many courses now provide opportunities for students to succeed through discovery-based methods. Idaho universities encourage teacher/scholar/researchers who discover, create, apply, and transmit insights about subjects in which they are the experts.

Research and creative activities that are conducted at the highest levels and funded by national public funding bodies, the private sector and international/national private foundations bring global recognition to the faculty and attest to their high levels of achievement in their field. Within this context, senior faculty also participate in leadership roles in their professional societies, lead international and national conferences and meetings, provide peer review through panel service for national funding bodies and editorial leadership of peer reviewed journals. Through these professional networks, senior faculty members generate opportunities for junior faculty in networking and toward funding success. The benefits from these activities also flow on to graduate and undergraduate students and feed back to regional collaborating industries.

Research programs enable Idaho universities to acquire sophisticated scientific instrumentation and other infrastructure paid for through federal grants. This instrumentation expands the scope of research conducted at the university by enabling researchers to tackle increasingly complex challenges that would not otherwise be possible. Businesses and entrepreneurs utilize this instrumentation, as do researchers at top institutions as part of their research programs, providing more opportunities for collaboration.

Research programs also support the efforts Idaho universities to effectively serve their regions and fulfill their missions:

As the state’s land-grant university, the University of Idaho was founded with a constitutional charge to conduct scientific research in disciplines related to agriculture and engineering. Contributions by UI and other land grant institutions have had major impacts on the development of agriculture and underpinned the growth of the rest of the U.S. economy. More recently, land-grant impact, including UI’s impact, has extended across the sciences, engineering, information technology and other knowledge-based industries. Idaho State University capitalizes on its location in southeastern Idaho to forge collaborations and outreach with public and private sector partners and has specific responsibilities in delivering programs in the health professions, the related biological and physical sciences, and teacher preparation. As Idaho’s university located in and serving the greater Boise metropolitan area, Boise State University’s research programs are focused on meeting the needs of the region, including preparing its students for jobs today and in the future as the Boise Valley continues to grow. Boise State’s research strengths include public policy, materials science, nanoelectronics and several other areas that are aligned with the area’s government, business, industry and technology sectors.

**Idaho Universities: An Engine for Economic Growth and Prosperity**

With technical, professional, and scientific jobs projected by the U.S. Department of Labor & Statistics to be the fastest growing job sector in coming years, developing a strong regional high tech culture can help ensure economic growth. Idaho's universities provide expertise, infrastructure, resources and a trained workforce essential to this effort. Many tens of millions of dollars in federal grants are awarded each year to Idaho's universities, and is new money to Idaho.

Research conducted at Idaho's universities generates new knowledge, inventions and technologies that can be commercialized, expanding Idaho's economy. Through basic research, our universities further understanding about our world that could lead to tomorrow's breakthroughs and help address major social and health concerns. Many of today's hottest products – from the iPod to GPS to flat screen televisions – were invented as the result of basic research.

In FY 10, Idaho universities were awarded 12 patents by the U.S. Patent Office, including patents that could lead to applications as diverse as better ways to treat cancer, a vaccine for a previous untreatable fish disease, improved methods for storing hydrogen and smaller and faster computers. Idaho's universities filed 38 invention disclosures and finalized 16 licensing agreements that generated \$205,051. This intellectual property is akin to a savings bond for Idaho's future economy, with potential for commercialization that could generate new businesses and expand the tax base in the state,

The research programs of Idaho universities help create a climate of opportunity and progress that attracts creative new minds to our state and region. This in turn stimulates additional knowledge that leads to new enterprises and partnerships that continue to build the knowledge-based economy. A climate of opportunity encourages our brightest students to enroll in Idaho universities and to launch their careers here rather than relocate to other states.

Through research collaborations with the public and private sectors, Idaho universities provide expertise and resources to address issues that impact Idahoans and that strengthen a broad range of organizations. The link between universities and industry is a two-way interaction, with knowledge and informal discussions flowing between them. University R&D encourages industry R&D, and vice versa.

The Council on Competitiveness (2011) notes that universities are being called upon by business and commerce to partner in building mutually beneficial goals “between research and manufacturing - especially manufacturing at scale, improved vocational and STEM education and a commitment to supporting higher education and science.” These evolving roles bring new opportunities to regions as it is now widely accepted that “innovation is an interactive process between businesses, universities, and governments,” according to a report published in the IEEE Technology and Society Magazine (2001).

At a time when a number of Idaho's neighboring states, including Utah, Washington and Oregon, have implemented comprehensive plans for economic development through investment in higher education and the innovation ecosystem, robust research programs at Idaho universities will help ensure that our state will have resources and programs in place to be able successfully compete in the knowledge-based economy in the years ahead.

**Undergraduate Research: Laying a Foundation for Future Success**

Many students who conduct research at Idaho universities point to their experiences as a pivotal to their overall education and invaluable to their future successes. Here are some examples.

**BEN PARKER, BOISE STATE:**

**Research experiences “made me more competitive in the job market”:**

Conducting hands-on research at Boise State laid a foundation of experience and knowledge that was pivotal both in helping Ben Parker figure out the kind of work he’d like to do and gaining employment in his field.

A 2009 graduate of Boise State in chemistry, Parker is currently the R&D and Process manager at BHS Marketing, a Nampa-based company that manufactures specialty chemical products for industrial, water, and food processing. Parker’s relationship with BHS began in 2006 as a chemistry student intern. While at Boise State, he also worked with chemistry professor Owen McDougal to characterize fuel briquettes made of biodegradable materials as well as on a collaboration effort with McDougal, professor Henry Charlier, and a private firm, Boise Technology, to develop new chemical decontamination methods.

“It was invaluable,” said Parker of the skills and perspective he gained while doing undergraduate research. “It made me more competitive in the job market and deepened my overall education. I found I really enjoyed the problem-solving process. I love being able to apply the things I’ve learned to create new things, and that’s something I’ve been able to continue to do here at BHS.”

**HILLARY SWANN, IDAHO STATE UNIVERSITY**

**Psychology major receives highly competitive grants from international honor society**

Psychology major Hillary Swann was recently awarded three research grants for an independent project that examines how direct spinal administration of a serotonin receptor agonist influences locomotor behavior in young rats. Swann’s project provides implications for rehabilitation of function in individuals with a spinal cord injury, as well as infants with motor or neurological disorders.

Swann is a recipient of an ISU Undergraduate Research Grant, a Psi Chi Undergraduate Grant and a Psi Chi Summer Research Grant. Psi Chi is the international honor society in psychology, and the Psi Chi grants Swann received were highly competitive at an international level.

Swann wrote all three grant proposals, did pilot research for the project, and is currently working on collecting and analyzing data. She will present her findings at upcoming meetings of the International Society for Developmental Psychobiology and the Idaho INBRE.

Swann plans to graduate with a bachelor's degree in psychology this next year and is applying to graduate programs in psychology and neuroscience. Her goal is to gain an academic position in a university setting so that she can continue to conduct neuroscience research.

**INGRID FRUTH, UNIVERSITY OF IDAHO**

**Love of research leads former INBRE fellow to grad school, NIC professorship**

Ingrid Fruth began her college career as a nursing student at Northern Idaho College, when her advisor noticed a sparkle in her eye as she spoke passionately about biomedical research.

“Ingrid learned that she did enjoy the laboratory environment and that she possessed the fine motor skills to succeed,” said Rhena Cooper, an NIC microbiology instructor and INBRE coordinator. “She knew that not only did she want to work in a laboratory, but that she wanted to be involved in problem solving investigations. She learned enough to follow her dreams!”

Fruth received an associate degree from NIC and then enrolled at the University of Idaho, where she earned a bachelor's degree in microbiology in 2005 and a Ph.D. in 2009. Fruth was NIC's first INBRE intern and was also an INBRE fellow at UI. She also received the university's Microbiology, Molecular Biology and Biochemistry Department award for Best Ph.D. Student of the Year.

After earning her Ph.D., Fruth noted that she hoped “to use the unique opportunities I was provided and serve future students and young scientists as they strive to meet their lifelong goals.” Now a biology instructor at NIC, Fruth has accomplished exactly that.



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

---

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>AMENDMENT TO BOARD POLICY</b> Sections II.A., C., F., G., H., and P – First Reading	Motion to approve
<b>2</b>	<b>BOISE STATE UNIVERSITY</b> Employment Agreement – Head Women’s Softball Coach	Motion to approve
<b>3</b>	<b>BOISE STATE UNIVERSITY</b> Employment Agreement – Head Track & Cross Country Coach	Motion to approve
<b>4</b>	<b>BOISE STATE UNIVERSITY</b> Employment Agreement – Head Swimming & Diving Coach	Motion to approve
<b>5</b>	<b>IDAHO STATE UNIVERSITY</b> Employment Agreement – Athletic Director	Motion to approve
<b>6</b>	<b>IDAHO STATE UNIVERSITY</b> Employment Agreement – Head Women’s Softball Coach	Motion to approve
<b>7</b>	<b>BOISE STATE UNIVERSITY</b> Employment Addendum – Head Football Coach	Motion to approve

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**SUBJECT**

Board Policy, Section II. Subsections A., C., F., G., H. and P. – First Reading

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

Board staff has conducted a thorough audit of reporting requirements in State Board of Education Policy. Some reports required by Board policy are no longer regularly submitted by the institutions, or collected and used by the Board office. In addition, some reporting requirements are duplicated in other sections of policy.

**IMPACT**

Updating Board policy will clarify and streamline reporting requirements, and focus Board policy on reports that are most relevant to the Board's governance responsibilities. Eliminating unnecessary reports will also free up time and resources at the institutions.

**ATTACHMENTS**

Attachment 1 – Policy II.A. Authority & Scope	Page 3
Attachment 2 – Policy II.C. Reporting & Accountability	Page 5
Attachment 3 – Policy II.F. Policies Regarding Nonclassified Employees	Page 7
Attachment 4 – Policy II.G. Policies Regarding Faculty	Page 13
Attachment 5 – Policy II.H. Policies Regarding Coaching Personnel	Page 25
Attachment 6 – Policy II.P. General Policies and Procedures	Page 27

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff is continually reviewing Board policy for accuracy and relevance as circumstances and needs change over time.

All reports in Section II of policy relate to human resources. In February 2010, the Board revised its policy to clarify the powers delegated to the institution chief executive officers to manage their workforce. These proposed revisions would make the Board's policy internally consistent by giving the institution chief executive officers discretion and flexibility to determine necessary internal reporting related to human resources.

Staff finds that the reports identified in the attachments are unnecessary, duplicative, or discretionary. Staff recommends approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**BOARD ACTION**

I move to approve the first reading of the amendments to Board Policy II. A., C., F., G., H. and P., as presented.

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

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: A. Authority and Scope**~~December 2008~~December 2011

The State Board of Education and the Board of Regents of the University of Idaho (the Board) is designated by the Idaho Constitution and Code as the employer for the institutions (Boise State University, Idaho State University, Lewis-Clark State College, University of Idaho, and Eastern Idaho Technical College), agencies (Division of Professional-Technical Education, Division of Vocational Rehabilitation, Idaho Educational Public Broadcasting System, and Office of the State Board of Education under its governance (*reference Idaho Code Title 33, 67-53, and 59-16*)).

All employees at the institutions and agencies are governed by these personnel policies and procedures. The employees of the State Department of Education are subject to Section 33-127, Idaho Code, which authorizes the state superintendent of public instruction to hire and dismiss employees of the State Department of Education.

The primary responsibility for personnel management is delegated to the chief executive officers by the Board. The Board establishes these general personnel policies and procedures as an integral part of efficient and effective personnel management. The institutions and agencies may establish additional policies and procedures necessary for the management of personnel that further amplify and are consistent with the Governing Policies and Procedures of the Board. ~~Such policies and procedures as established by the institution and agencies shall be submitted to the executive director on July 1 annually, who shall review them for consistency with these governing policies and procedures and maintain them on file at the Office of the State Board of Education.~~

Any personnel policies and procedures created by the chief executive officers must be described in the context of the respective purposes and missions of the various entities under the governance of the Board. It shall be the responsibility of each chief executive officer to ensure that all employees under their supervision have access to such policies and procedures and that a copy of such procedures is on file at the Office of the State Board of Education. If there is a conflict between a Board governing policy or procedure and an institutional or agency policy or procedure, the provisions of these Governing Policies and Procedures will apply and control.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: A. Authority and Scope

~~December 2008~~December 2011

---

THIS PAGE INTENTIONALLY LEFT BLANK

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: C. Reporting and Accountability**~~April 2002~~December 2011

1. The Board, in entrusting its vested personnel authority to the chief executive officers, expects compliance with these policies and procedures and with the directives and orders of the Board. To ensure this, the Board requires complete accountability from the chief executive officers.
2. The Board may, at any time, require reports or schedules of any and all personnel actions delegated to the chief executive officers.

The executive director is hereby delegated the full authority to call for, at any time, any such reports or schedules that the Board itself could require.

3. All reports and schedules shall be uniform and in the form and content as directed by the Board or, in the absence of Board specifications, as prescribed by the executive director.
4. In addition to any reports or schedules requested by the Board, the following schedules and reports shall be standing directives to the chief executive officers:
  - a. In October–February of each year, a report of the supplemental or additional compensation (or payment of bonuses or contractual incentive pay) made to athletic department personnel (at the institutions only) in the preceding year, and including anticipated costs in the ensuing year. Additionally, the October–February report should include information on each coach's performance relative to the academic incentives of his or her contract.
  - b. A semi-annual—Upon request, a report of all one or more of the items listed below, which should include, the name of the appointee, position to which appointed, area or department of assignment, salary and effective date of appointment, and any other information as prescribed by the executive director:

~~(1) a list of all employees receiving an increase in salary in excess of twenty percent (20%) or greater than \$15,000;~~

~~(2) a list of those employees appointed to positions at the level of dean or assistant vice president or higher, or who report directly to the chief executive officer, not otherwise reported or requiring Board approval;~~

~~(3) a statistical summary report of benefit-eligible employees appointed to any type of non-classified position, not otherwise reported or requiring prior Board approval;~~

~~(4) a list of supplemental compensation to non-classified employees in addition to their regular salaries;~~

~~(5)~~(1) a list of faculty members that were granted tenure;

~~(6)~~(2) a list of employees granted a change in faculty rank;

a list of employees granted professional leave or sabbatical leave with or without compensation, along with a brief statement of the purposes of each.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: C. Reporting and Accountability

~~April 2002~~December 2011

THIS PAGE INTENTIONALLY LEFT BLANK



**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: F. Policies Regarding Non-classified Employees** ~~February 2010~~December 2011**1. Employment Terms**

- a. All non-classified employees, except those set forth in Section II.F.1.b. below, serve at the pleasure of the chief executive officer, and may be dismissed at any time, with or without cause, and without notice, at the discretion of the chief executive officer.

- b. **Employment Contracts**

- (1) An institution may provide employment contracts to its non-classified employees. If an institution chooses to offer employment contracts to its non-classified employees, the employment contract must include the period of the appointment, salary, pay periods, position title, employment status and such other information as the institution may elect to include in order to define the contract of employment. Non-classified employees have no continued expectation of employment beyond their current contract of employment.
- (2) Non-classified employees, who serve pursuant to contracts of employment containing a stated salary are not guaranteed such salary in subsequent contracts or appointments, and such salary is subject to adjustment during the contract period due to financial exigency (as provided for in Section II.N of Board Policy) or through furlough or work hour adjustments (as provided for in section II.B.2.c of Board Policy).
- (3) Each employee must acknowledge receipt and acceptance of the terms of the employment contract by signing and returning a copy to the institution initiating the offer of appointment. Failure or refusal of the employee to sign and return a copy of the employment contract within the time specified in the contract is deemed to be a rejection of the offer of employment unless the parties have mutually agreed in writing to extend the time. Nothing in this paragraph prohibits the institution from extending another offer to the employee in the event the initial offer was not signed and returned in a timely manner. Any alteration by the employee of the offer is deemed a counter-offer requiring an affirmative act of acceptance by an officer authorized to enter into contracts of employment binding the institution.
- (4) Each contract of employment shall include a statement to the following effect and intent: "The terms of employment set forth in this contract of employment are also subject to the Governing Policies and Procedures of the State Board of Education (or the Board of Regents of the University of Idaho, in the case of University of Idaho), and the policies and procedures of the institution." The contract shall also state that it may be terminated at any time for adequate cause, as defined in Section II.L. of Board Policy, or when the Board declares a state of financial exigency, as defined in Section II.N. of Board Policy. The

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: F. Policies Regarding Non-classified Employees** ~~February 2010~~ December 2011

contract shall also state that it may be non-renewed pursuant to Section II.F.5. of Board Policy.

- (5) No contract of employment with such an employee may exceed one (1) year without the prior express approval of the Board. Employment beyond the contract period may not be legally presumed. Renewal of an employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

**2. Compensation**

- a. Salary – All non-classified employees shall receive a fixed salary. Payment in addition to the fixed salary may be authorized by the chief executive officer ~~and reported to the Board~~. All initial salaries for non-classified employees are established by the chief executive officer, subject to approval by the Board where applicable. The Board may make subsequent changes for any non-classified employee salary or may set annual salary guidelines and delegates to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective or paid to the non-classified employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.
- b. Salaries, Salary Increases and other Compensation related items
- (1) Salaries for new appointments to dean, associate/assistant dean, vice president, and president/vice president direct-report positions may not exceed the median rate for such position established by the College and University Professional Association for Human Resources (CUPA-HR), or its equivalent, without prior Board approval.
- (2) Appointments to acting or interim positions shall be at base salary rates no greater than ten percent (10%) more than the appointees' salary rate immediately prior to accepting the interim appointment or ninety-five percent (95%) of the prior incumbent's rate, whichever is greater.
- (3) Overtime Compensation – Non-classified employees earning annual leave at the equivalent rate of two (2) days for each month or major fraction thereof of credited state service are not eligible for either cash compensation or compensatory time off for overtime work. Non-classified employees in positions that are defined as "non-exempt" under the Fair Labor Standards Act earn overtime at a rate of one and one-half (1½) hours for each overtime

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: F. Policies Regarding Non-classified Employees** ~~February 2010~~ December 2011

hour worked. Other non-classified employees may earn compensatory time off at the discretion of the chief executive officer at a rate not to exceed one (1) hour of compensatory time for each hour of overtime worked.

- (4) Credited State Service - The basis for earning credited state service will be the actual hours paid not to exceed forty (40) per week.
- (5) Pay Periods - All non-classified employees are paid in accordance with a schedule established by the state controller.
- (6) Automobile Exclusion - Unless expressly authorized by the Board, no non-classified employee will receive an automobile or automobile allowance as part of his or her compensation.

**3. Annual Leave**

- a. Non-classified employees at the institutions, agencies earn annual leave at the equivalent rate of two (2) days per month or major fraction thereof of credited state service. Twelve-month employees employed at the entities named above may accrue leave up to a maximum of 240 hours. An employee who has accrued the maximum will not earn further leave until the employee's use of annual leave reduces the accrual below the maximum.

Non-classified employees in positions which are covered under the Fair Labor Standards Act earn annual leave according to § 67-5334 and are subject to the maximum leave accruals in § 67-5335(2).

- b. Non-classified employees appointed to less than full-time positions earn annual leave on a proportional basis dependent upon the terms and conditions of employment.
- c. Professional Leave - At the discretion of the chief executive officer, non-classified employees may be granted professional leave with or without compensation under conditions and terms as established by the chief executive officer.

**4. Performance Evaluation**

Each institution or agency must establish policies and procedures for the performance evaluation of non-classified employees, and are responsible for implementing those policies in evaluating the work performance of employees. The purposes of employee evaluations are to identify areas of strength and weakness, to improve employee work performance, and to provide a basis on which the chief executive officers and the Board may make decisions concerning retention, promotion, and merit salary increases. All non-classified employees must be

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: F. Policies Regarding Non-classified Employees** ~~February 2010~~December 2011

evaluated annually. Any written recommendations that result from a performance evaluation must be signed by the appropriate supervisor, a copy provided to the employee and a copy placed in the official personnel file of the employee. Evaluation ratings that result in findings of inadequate performance of duties or failure to perform duties constitute adequate cause as set forth in Section II.L. of Board Policy.

**5. Non-Renewal of Non-classified Contract Employees**

- a. Notice of the decision of the chief executive officer to not renew a contract of employment must be given in writing to the non-classified employee at least sixty (60) calendar days before the end of the existing period of appointment for annual appointments. For appointments of less than one year, the written notice must be at least thirty (30) days prior to the end of the existing period of appointment. Reasons for non-renewal need not be stated. Non-renewal without cause is the legal right of the Board. If any reasons for non-renewal are provided to the employee for information, it does not convert the non-renewal to dismissal for cause and does not establish or shift any burden of proof. Failure to give timely notice of non-renewal because of mechanical, clerical, mailing, or similar error is not deemed to renew the contract of employment for another full term, but the existing term of employment must be extended to the number of days necessary to allow sixty (60) (or thirty days where applicable) calendar days notice to the employee.
- b. Except as set forth in this paragraph, non-renewal is not grievable within the institution nor is it appealable to the Board. However, if an employee presents bona fide allegations and evidence to the chief executive officer of the institution that the non-renewal of the contract of employment was the result of discrimination prohibited by applicable law, the employee is entitled to use the internal discrimination grievance procedure to test the allegation. If the chief executive officer is the subject of the allegations, the employee may present the bona fide allegations and evidence to the Executive Director. The normal internal grievance procedure for discrimination must be used unless changed by mutual consent of the parties. The ultimate burden of proof rests with the employee. The institution is required to offer evidence of its reasons for non-renewal only if the employee has made a prima facie showing that the recommendation of non-renewal was made for reasons prohibited by applicable law. Unless mutually agreed to by the parties in writing, the use of the discrimination grievance procedure will not delay the effective date of non-renewal. Following the discrimination grievance procedures, if any, the decision of the institution, is final, subject to Section II.F.5.c., below.
- c. The non-classified contract employee may petition the Board to review the final action of the institution. Any petition for review must be filed at the Office of the State Board of Education within fifteen (15) calendar days after the employee

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: F. Policies Regarding Non-classified Employees** ~~February 2010~~ December 2011

receives notice of final action. The Board may agree to review the final action, setting out whatever procedure and conditions for review it deems appropriate, or it may choose not to review the final action. The fact that a review petition has been filed will not stay the effectiveness of the final action, nor will the grant of a petition for review, unless specifically provided by the Board. Board review is not a matter of right. An employee need not petition for Board review in order to have exhausted administrative remedies for purposes of judicial review. Nothing in this section should be construed as any prohibition against filing a complaint with any appropriate state or federal entity, including but not limited to the Equal Employment Opportunity Commission (EEOC) or the Idaho Human Rights Commission (IHRC).

**6. Tenure**

Non-classified employees are generally not entitled to tenure. Certain, very limited, exceptions to this general rule are found in Subsection G.6 of these personnel policies and procedures.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: F. Policies Regarding Non-classified Employees ~~February 2010~~ December 2011

---

THIS PAGE INTENTIONALLY LEFT BLANK

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011****1. Letters of Employment**

- a. All faculty employees serve pursuant to employment contracts. The employment contract must include the period of the appointment, salary, pay periods, position title, employment status and such other information as the institution may elect to include in order to define the contract of employment. Non-tenured faculty employees have no continued expectation of employment beyond their current contract of employment. Each faculty employee must acknowledge receipt and acceptance of the terms of the employment contract by signing and returning a copy to the institution initiating the offer of appointment. Failure or refusal of the faculty employee to sign and return a copy of the employment contract within the time specified in the contract is deemed to be a rejection of the offer of employment unless the parties have mutually agreed in writing to extend the time. Nothing in this paragraph prohibits the institution from extending another offer to the employee in the event the initial offer was not signed and returned in a timely manner. Any alteration by the employee of the offer is deemed a counter-offer requiring an affirmative act of acceptance by an officer authorized to enter into contracts of employment binding the institution. Each contract of employment must include a statement to the following effect and intent: "The terms of employment set forth in this letter (contract) of employment are also subject to the Governing Policies and Procedures of the State Board of Education (or the Board of Regents of the University of Idaho, in the case of the University of Idaho), and the policies and procedures of (the institution)."
- b. Term of Appointment - All non-tenured faculty employees have fixed terms of employment. No contract of employment with such an employee may exceed one (1) year without the prior approval of the Board. Employment beyond the contract period may not be legally presumed. Reappointment of a faculty employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.
- c. Non-tenured faculty and tenured faculty, who serve pursuant to contracts of employment or notices (letters) of appointment containing a stated salary are not guaranteed such salary in subsequent contracts or appointments, and such salary is subject to adjustment during the contract period due to financial exigency (as provided for in Section II.N of Board Policy) or through furlough or work hour adjustments (as provided for in section II.B.2.c of Board Policy).
- d. Faculty Rank and Promotion
  - (1) There are four (4) primary faculty ranks at each institution: (a) professor, (b) associate professor, (c) assistant professor, and (d) instructor. Each institution may establish additional faculty ranks, specify the title of each rank, and delineate the requirements for each faculty rank so established.



**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011**

Recommendations for additional faculty ranks must be submitted by the chief executive officer to the Board for approval.

- (2) Faculty rank, including initial appointment to faculty rank and any promotion to a higher rank at an institution, is located in a department or equivalent unit.
- (3) Each institution must establish criteria for initial appointment to faculty rank and for promotion in rank at the institution. Such criteria must be submitted to the Board for approval, and upon approval must be published and made available to the faculty.
- (4) Persons who have made substantial contributions to their fields of specialization or who have demonstrated exceptional scholarship and competence or appropriate creative accomplishment of recognized outstanding quality may be appointed to faculty rank without satisfying established institutional criteria for initial appointment or promotion, provided that the qualifications of such individuals have been reviewed in accordance with institutional procedures and the appointment is recommended by the chief executive officer and approved by the Board.
- (5) A non-classified employee may hold faculty rank in a department or equivalent unit in which rank has previously been established by the institution. A non-classified employee may be granted rank at the time of appointment or subsequent thereto, or may be promoted in rank, if such employee meets the criteria for rank as established by the institution and approved by the Board.

**2. Compensation****a. Salary**

All initial salaries for faculty employees are established by the chief executive officer, subject to approval by the Board where applicable. Payment in addition to regular salaries must be authorized by the chief executive officer and reported to the Board. The Board may make subsequent changes for faculty employee positions or may set annual salary guidelines and delegate to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective and paid to the employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board Authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.



**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011****b. Salaries, Increases and other Compensation related items**

- (1) For purposes of categorizing faculty employees for salary and reporting purposes, the following definition applies: Faculty includes all persons whose specific assignments customarily are made for the purpose of conducting instruction, research, or public service as a principal activity (or activities), and who hold the following academic rank or titles of professor, associate professor, assistant professor, instructor, lecturer, or the equivalent of any of these academic ranks. Report in this category deans, directors, or the equivalents, as well as associate deans, assistant deans, and executive officers of academic departments (chairpersons, heads, or the equivalent) if their principal activity is instructional. Do not include student teaching or research assistants or medical interns or residents. (For reporting purposes, deans, associate deans, and assistant deans are included in the executive/administrative category.)
- (2) Credited State Service/Full Time Status - A faculty member employed for an academic year and paid over a twelve-month period will be credited with twelve (12) months of state service. For all benefit status determinations and calculations, faculty members shall be considered full time, year round employees of the employing institution as long as the employee's teaching; research and service duties are commensurate with the full time faculty work load assignment as defined by the employing institution.
- (3) Pay Periods - All faculty employees, including those on academic year appointments, are paid in accordance with a schedule established by the state controller.
- (4) Automobile Exclusion - Unless expressly authorized by Board policy, no faculty employee will receive an automobile or automobile allowance as part of his/her compensation.

**3. Annual Leave**

- a. Only faculty members serving twelve (12) month appointments earn annual leave. Such annual leave shall be earned in the same manner as for non-classified employees.

**b. Sabbatical Leave****(1) Eligibility**

A sabbatical leave may be granted at the discretion of the chief executive officer to a tenured faculty member (or a professional-technical faculty member) who has completed at least six (6) years of full-time service at an institution. A sabbatical leave may not be awarded to the same faculty

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011**

member more than once in any six (6) academic years and sabbatical leave time is not cumulative. Sabbatical leave proposals must be submitted, reviewed, and processed according to policies and procedures established at each institution. A sabbatical leave may be used for the purpose of acquiring new professional skills and updating professional skills or conducting research. Sabbatical leave awards are fully dependent on the availability of appropriate funding.

**(2) Term**

The term of a sabbatical leave is either one (1) academic semester at full pay or two (2) semesters at half pay.

**(3) Condition**

Each faculty member who is granted a sabbatical leave must serve at the institution for at least one (1) academic year after completion of the sabbatical unless the chief executive officer approves a waiver of the requirement.

**(4) Report on Sabbatical Leave**

By the end of the first semester following return to the institution from a sabbatical leave, the faculty member must submit a written account of sabbatical activities and accomplishments to the academic vice president.

**~~(5) Report to the Board~~**

~~The chief executive officer must report the names of faculty members awarded sabbatical leaves and a brief statement of the purposes of each sabbatical in their semi-annual report to the Board~~

**4. Performance Evaluation**

- a. Annual Evaluation - Each year the chair of a department must submit to the dean of the chair's college an evaluation of each faculty member in the department. This evaluation, together with the input of higher administrators, will be used as (1) basis for the final recommendation relative to reappointment, non-reappointment, acquisition of tenure, or other personnel action, whichever is appropriate. The chairman must communicate an assessment of strengths and weaknesses to each faculty member evaluated.
- b. Evaluation Criteria - Evaluation of faculty should be made in terms of the individual's effectiveness. Each institution shall publish its criteria for annual evaluation and ensure that all members of the faculty have access to the criteria.

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011**

- c. Any written recommendations that result from evaluation of a faculty employee will be given to the employee and a copy will be placed in the employee's file.
- d. Each institution must develop policies, procedures, and measurement instruments to be used in the evaluation by students of faculty teaching effectiveness.

**5. Non-renewal of Non-tenured Faculty Members**

- a. Notice of non-renewal must be given in writing and in accordance with the following standards:

- (1) First Year Of Service - Not later than March 1 of the first full academic year of service if the appointment is not to be renewed at the end of the academic year; or if a one-year appointment terminates during an academic year and is not to be renewed, at least three (3) months in advance of its termination.
- (2) Second Year of Service - Not later than December 15 of the second full academic year of service if the appointment is not to be renewed at the end of the academic year; or, if the appointment terminates during an academic year and is not to be renewed, at least six (6) months in advance of its termination.
- (3) Three (3) Or More Years Of Service – Not later than July 15 preceding the academic year at the end of which the appointment is to be terminated; or, if the appointment terminates during an academic year and is not to be renewed, at least twelve (12) months in advance of its termination.
- (4) Failure to provide timely notice of non-renewal because of mechanical, clerical, or mailing error does not extend or renew the letter or contract of employment for another term, but the existing term of employment will be extended to provide the employee with a timely notice of non-renewal.
- (5) Financial Exigency - Notice of non-renewal is not required when the Board has authorized a reduction in force resulting from a declaration of financial exigency and a non-tenured faculty member is to be laid off. In that event, notice of layoff must be given as provided under the policies for reduction in force.

- b. Request For Review

- (1) Non-renewal is not subject to investigation or review except that the employee may request an investigation or review to establish that written notice was or was not received in accordance with the time requirements set forth in this section. In such cases, the investigation or review will be concerned only with manner and date of notification of non-renewal. The employee must request such investigation or review in writing of the chief

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011**

executive officer within fifteen (15) days of receipt of the written notice of non-renewal.

(2) Provided, however, that if the non-tenured faculty member presents bona fide allegations and evidence in writing to the chief executive officer of the institution that the non-reappointment was the result of discrimination prohibited by applicable law, the non-tenured faculty member is entitled to use the internal discrimination grievance procedure to test the allegation. In such cases, the same procedures, burden of proof, time limits etc. as set forth for the grievance of non-renewal by non-classified employees shall be used (see subsection F).

- c. Non-tenured faculty members who are notified that they will not be reappointed or that the succeeding academic year will be the terminal year of appointment are not entitled to a statement of reasons upon which the decision for such action is based. No hearing to review such a decision will be held.

6. Tenure

a. Tenure Defined - Tenure is a condition of presumed continuous employment following the expiration of a probationary period and after meeting the appropriate criteria. After tenure has been awarded, the faculty member's service may be terminated only for adequate cause; except in the case of retirement or financial exigency as declared by the Board; in situations where extreme shifts of enrollment have eliminated the justification for a position; or where the Board has authorized elimination or substantial reduction in a program. Tenure status is available only to eligible, full-time institutional faculty members, as defined by the institution. All faculty appointments are subject to the approvals as required in Board policy. Nontenured members of the faculty are appointed to term appointments pursuant to subsection G1. Any commitment to employ a nontenured member of the faculty beyond the period of his or her current term of appointment is wholly ineffective.

b. Acquisition of Tenure

(1) Professional-Technical Faculty hired under the division of professional-technical education prior to July 1, 1993 who were granted tenure may retain tenure in accordance with these policies. Individuals hired under the Division of Professional-Technical education subsequent to July 1, 1993 are hired and employed as nontenure track faculty and will:

- (a) be afforded the right to pursue promotion; and
- (b) be considered and granted an employment contract in accordance with these policies and be subject to continued acceptable performance and/or the needs of the institution; and
- (c) be afforded on opportunity to serve on institutional committees.

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011**

- (2) Academic faculty members, after meeting certain requirements, established by the employing institution, may acquire tenure. Each institution shall develop policies for the acquisition of tenure that are consistent with this general philosophy and policy statement of the Board. Acquisition of tenure is not automatic, by default or defacto, but requires an explicit judgment, decision, and approval. A faculty member is eligible to be evaluated for the acquisition of tenure after having completed four (4) full years of academic employment at the institution, although tenure may be awarded prior to completion of this initial eligibility period in certain exceptional cases as provided in Board Policy II.G.6.d.4.a). In addition, an academic faculty member must be evaluated for the acquisition of tenure not later than the faculty member's sixth (6th) full academic year of employment at the institution. In certain exceptional cases a faculty member may petition for extension of the timeline for tenure due to extenuating circumstances as provided in Board Policy II.g.6.d.4.b).
- c. Notification - An individual eligible for tenure must be informed, by proffered written contract, of appointment or nonappointment to tenure not later than June 30 after the academic year during which the decision is made. In case of denial of tenure, the faculty member must be given a written notice that tenure was denied.
- d. Standards of Eligibility for Tenure
- (1) Annual Appointments - Until the acquisition of tenure, all appointments are made for a period not to exceed one (1) year. Prior to the award of tenure, employment beyond the annual term of appointment may not be legally presumed.
- (2) Service in Professional Rank - All satisfactory service in any professorial rank may be used to fulfill the time requirement for acquiring tenure. Each institution must develop criteria and rules by which prior service may be evaluated for inclusion in experience necessary for acquiring tenure.
- (3) Service in Instructor Rank - A maximum of two (2) years satisfactory service in the rank of instructor at the institution will be allowed in partial fulfillment of the time requirement in the professorial ranks. Faculty members who hold the rank of instructor may be eligible for tenure status if provided for by the institution even though they teach in fields that have established professorial ranks.

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011****(4) Exceptional Cases**

- (a) Tenure may be awarded prior to completion of the usual eligibility period in certain exceptional cases. In such cases, the burden of proof rests with the individual.
    - (b) Extension of the tenure review period may be granted in certain exceptional cases. In such cases the faculty member must formally request such an extension and indicate the reason for the request. An institution that permits an extension of the tenure review period must include in its policies the procedure a faculty member must follow to request such an extension, and the basis for determining the modified timeline for review.
  - e. Evaluation For Tenure - It is expected that the chief executive officer, in granting tenure, will have sought and considered evaluations of each candidate by a committee appointed for the purpose of annual evaluations or tenure status. Such committee must consist of tenured and non-tenured faculty; student representation; and one (1) or more representatives from outside the department. Each member of the committee has an equal vote on all matters. The committee must give proper credence and weight to collective student evaluations of faculty members, as evidenced by an auditing procedure approved by the chief executive officer. The recommendation of the committee will be forwarded in writing through appropriate channels, along with written recommendations of the department chairperson or unit head, dean, and appropriate vice president, to the chief executive officer, who is responsible for making the final decision.
  - f. Award of Tenure - The awarding of tenure to an eligible faculty member is made only by a positive action of the chief executive officer of the institution. The president must give notice in writing to the faculty member of the approval or denial of tenure. Notwithstanding any provisions in these policies to the contrary, no person will be deemed to have been awarded tenure because notice is not given
  - g. Periodic Performance Review of Tenured Faculty Members - It is the policy of the Board that at intervals not to exceed five (5) years following the award of tenure to faculty members, the performance of tenured faculty must be reviewed by members of the department or unit and the department chairperson or unit head. The review must be conducted in terms of the tenured faculty member's continuing performance in the following general categories: teaching effectiveness, research or creative activities, professional related services, other assigned responsibilities, and overall contributions to the department.
- (1) Procedures for periodic review - Each institution must establish procedures for the performance review of tenured faculty members at the



**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011**

institution. Such procedures are subject to the review and approval of the Board. Each year the academic vice president or designee is responsible for designating in writing those tenured faculty members whose performance is subject to review during the year.

- (2) Review standards - Each institution may establish its own internal review standards subject to approval by the Board. Absent such institutional standards, the institution must use the following standards.

If during the periodic review, the performance of a tenured faculty member is questioned in writing by a majority of members of the department or unit, the department chairperson or unit head, the appropriate dean, the appropriate vice president, or the chief executive officer, then the appropriate vice president or equivalent administrator must decide whether a full and complete review must be conducted in accordance with the procedures established for the initial evaluation for tenure at the institution. If during the periodic review, the performance of a tenured faculty member is not questioned in writing, members of the department or unit and the department chairperson or unit head must prepare a written review statement that the performance review has been conducted and that a full and complete review is not required.

- (3) Exception for Associate Professors in the Promotion Process - Generally, the promotion from the rank of associate professor to full professor is considered no earlier than the fifth full year after attaining the rank of associate professor, which is generally contemporaneous with the granting of tenure. In such cases, if review for promotion to full professor is scheduled during the fifth, sixth or seventh full year after the award of tenure then the promotion review may, if it meets substantially similar criteria and goals of the post tenure review, take the place of the periodic performance review described here.

- (4) Termination of employment - If, following a full and complete review, a tenured faculty member's performance is judged to have been unsatisfactory or less than adequate during the period under review, the chief executive officer may initiate termination of employment procedures for the faculty member. In other words, an unsatisfactory or less than adequate performance rating shall constitute adequate cause for dismissal.

- h. Dismissal for Adequate Cause - Tenured faculty members may be dismissed for adequate cause as provided for in Subsection L of this Section.

- i. Tenure for Academic Administrators

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011**

- (1) "Academic administrators," for purposes of this topic, means the chief executive officer/presidents, chief academic officers/provosts, vice provosts or equivalent of the institutions, the deans, associate/assistant deans, and department chairs of the academic units of the institutions, and the vice presidents for research of the institutions, and shall not include persons occupying other administrative positions.
  - (2) An employee with tenure in an academic department or equivalent unit who is appointed to an academic administrator position retains tenure in that department or equivalent unit
  - (3) An individual hired for or promoted to an academic administrator may be considered for a tenured faculty rank in the appropriate department or equivalent unit. Such consideration is contingent upon approval by the institution's president.
  - (4) Upon termination of employment as an academic administrator, an employee with tenure may, at his or her option, return to employment in the department or equivalent unit in which he or she holds tenure unless such employee resigns, retires, or is terminated for adequate cause.
  - (5) An individual hired for a non-academic administrator position from outside the institution will not be considered for tenured faculty rank in conjunction with such appointment. However, he or she may be granted an adjunct faculty appointment, upon the recommendation of the appropriate department and dean and with the approval of the provost or chief academic officer and president, if the individual will teach and otherwise contribute to that department.
  - (6) Notwithstanding the above, each administrative employee who is granted tenure shall be reviewed in accordance to policies established at each institution for the evaluation of an academic administrator.
- j. Terminal Contract of Employment - If a faculty member is not awarded tenure, the chief executive officer must notify the faculty member of the decision not to recommend tenure and may, at his or her discretion, either issue to the faculty member a contract for a terminal year of employment, or, at the sole discretion of the chief executive officer, issue to the faculty member contracts of employment for successive periods of one (1) year each. Such appointment for faculty members not awarded tenure must be on an annual basis, and such temporary appointments do not vest in the faculty member any of the rights inherent in tenure and there shall be no continued expectation of employment beyond the annual appointment.



**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~ December 2011**

- k. When authorized by the chief executive officer, or his or her designee, the year in which the tenure decision is made may be the terminal year of employment.
- l. Effect of lapse in service, transfer, reassignment, reorganization, and administrative responsibilities.
  - (1) A non-tenured faculty member who has left the institution and is subsequently reappointed after a lapse of not more than three (3) years may have his or her prior service counted toward eligibility for the award of tenure. Eligibility for the award of tenure must be clarified in writing before reappointment. A tenured faculty member who has left the institution and is subsequently reappointed after a lapse of not more than three (3) years must have tenure status clarified in writing by the president or his designee before appointment. The faculty member may be reappointed with tenure, or may be required to serve additional years before being reviewed for tenure status.
  - (2) Before a non-tenured faculty member holding academic rank is moved from one position in the institution to another, the member must be informed in writing by the academic vice president, after consultation with the receiving department, as to the extent to which prior service may count toward eligibility for tenure status.
  - (3) No faculty member's tenure in a discipline may be adversely affected by the reorganization of the administrative structure. A faculty member's tenure is not affected by reassignment of administrative responsibilities.
  - (4) When a tenured faculty member is serving as department chairman, college dean, or in some other administrative or service capacity, retention of membership, academic rank, and tenure in the subject-matter department or similar unit is maintained. Should the administrative or service responsibilities terminate, the member takes up regular duties in the discipline within which membership, academic rank, and tenure was retained.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) ~~June 2010~~December 2011

THIS PAGE INTENTIONALLY LEFT BLANK

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors ~~December 2010~~ December 2011

## 1. Agreements Longer Than One Year

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than five (5) years, subject to approval by the Board as to the terms, conditions, and compensation there under, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The December 9, 2010 Board revised and approved multiyear model contract is adopted by reference into this policy. The model contract may be found on the Board's website at <http://boardofed.idaho.gov/>.

## 2. Agreements For One Year Or Less

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of one (1) year or less without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The December 9, 2010 Board revised and approved model contract is adopted by reference into this policy. The single-year model contract may be found on the Board's website at <http://boardofed.idaho.gov/>.

## 3. Academic Incentives

Each contract for a head coach shall include incentives, separate from any other incentives, based upon the academic performance of the student athletes whom the coach supervises. The chief executive officer of the institution shall determine such incentives. ~~Each institution shall report to the Board annually concerning each coach's performance relative to the academic incentives of the coach's contract.~~

## 4. Part-time Coaches Excepted

The chief executive officer of an institution is authorized to hire part-time head coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors ~~December 2010~~December 2011

---

5. Assistant Coaches

The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: P. General Policies and Procedures – All Employees ~~December 2008~~ December 2011

## 1. Nondiscrimination Policy

It is the policy of the Board that the institutions or agency under its governance provide equal employment opportunities to applicants for employment and equal benefits to employees without regard to race, color, national origin, religion, sex, age, disability, or veteran's status in accordance with applicable state and federal laws.

## 2. Equal Employment Opportunity

The policy of the Board is to pursue a continuing program of specific positive practices designed to achieve the realization of equal employment opportunity without regard to race, color, national origin, religion, sex, age, disability, or veteran's status in accordance with applicable state and federal laws.

To implement this policy, the Board directs the chief executive officers of its institutions or agencies to:

- a. recruit, hire, train, and promote persons without discrimination in accordance with applicable state and federal laws and the governing policies of the Board;
- b. make decisions on employment so as to further the principle of equal employment opportunity;
- c. ensure that promotion decisions are in accordance with the principles of equal employment opportunity; and
- d. ensure that all personnel actions affecting such matters as compensation, benefits, transfer, termination, layoff, return from layoff, sponsored training, education, and social and recreational programs are administered without discrimination.

Each chief executive officer or his or her designee is specifically responsible for ensuring that there are no obstacles to equal employment opportunity by establishing a program of affirmative action, ensuring internal adherence to such a program, and evaluating its progress.

## 3. Sexual Harassment Policy

It is the policy of the Board that no employee should be subject to illegal sexual harassment. Each institution and agency must establish and maintain policies prohibiting sexual harassment and an internal process for investigating allegations of

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: P. General Policies and Procedures – All Employees ~~December 2008~~ December 2011

sexual harassment and addressing and remedying violations of applicable law and policies prohibiting sexual harassment.

**4. Personnel Files****a. Employee Files**

Each institution and agency must maintain for each employee a personnel file, which is open for examination by the employee in accordance with the provisions of the Idaho public records act, Idaho Code 9-337 et seq., and other applicable law.

(1) The employee may, pursuant to the Idaho public records act, request in writing an amendment of any record pertaining to that employee. Within ten days of the receipt of the request, the custodian of the files will make any correction of any portion of the file which the employee establishes is inaccurate, irrelevant, or incomplete; or inform the employee in writing of the refusal to amend the record(s) in accordance with the request and the reasons for the refusal, as set forth in the Idaho public records act.

(2) In accordance with the Idaho public records act and other applicable law, an employee may obtain copies of materials in his or her personnel file.

**b. Personnel Records Exempt From Disclosure**

Each institution and agency will comply with the provisions of the Idaho public records act and other applicable law concerning the maintenance, disclosure and confidentiality of personnel records and information.

**c. File Maintenance and Retention**

(1) Each institution and agency must maintain personnel files under such conditions as are necessary to ensure the integrity and safekeeping of the file and may establish additional policies and procedures for the maintenance of personnel files consistent with the Idaho public records act and other applicable law.

(2) Any personnel files related to and involving legal action must be retained through any time period in which legal action may be taken.

(3) Personnel files must be retained for a minimum of three (3) years following severance of an employment relationship with an institution or agency. A summary record of employment relationships must be kept indefinitely.

**5. Miscellaneous Policies and Procedures**

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: P. General Policies and Procedures – All Employees ~~December 2008~~ December 2011

## a. Political Activities of Employees

Employees retain unimpaired all of their individual and political rights of citizenship. However, employees may not exercise those political rights in the name of any institution or agency, or through the use of Board facilities, or through the use of forms or official stationery or in any way that might involve an institution or agency in partisan political activity or controversy.

- (1) The Board or any of its members, agents, representatives, or employees must not prevent, threaten, harass, or discriminate against any employee who chooses to run for public office.
- (2) Employees are permitted to campaign freely in a manner that does not violate Board Governing Policies and Procedures or applicable provisions of the Idaho Code.
- (3) Employees may choose to request a leave without compensation in order to campaign for elective office or to serve in an elective office by using the procedures established at an institution or agency in addition to these policies and procedures.

## b. Loyalty Oaths

No loyalty oath shall be required of any Board employee.

## c. Outside Employment

The maintenance of a high standard of honesty, impartiality, and conduct by Board employees is essential to ensure the proper performance of its business and to strengthen the faith and confidence of the people of the State of Idaho in the integrity of state employees. The Board recognizes that employees may engage in outside employment of a professional or personal nature, directly related to the professional or other competencies of the employee. However, no employee may undertake outside employment that interferes with the employee's assigned duties to the Board or the agency. In all outside employment, the outside employer must be informed that the employee is acting in a private capacity and that the institution or agency is in no way a party to the outside employment, and is not liable or responsible for the performance thereof.

## d. Other Services to the Institution or Agency.

## GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: P. General Policies and Procedures – All Employees ~~December 2008~~ December 2011

---

An employee may be requested by the Chief Executive Officer or his or her designee to perform responsibilities or provide services beyond the primary scope of his or her appointment.

Each institution and agency must establish policies and procedures that do not conflict with policies and procedures of the Board regarding additional responsibilities or services.

Payment in addition to regular salaries must be authorized by the Chief Executive Officer ~~and reported to the Board as an informational item.~~



**BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE  
OCTOBER 20, 2011**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval of a four year contract for a Head Women's Softball Coach

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University is requesting approval of a new multi-year contract for its current Head Women's Softball Coach Erin Bridges-Thorpe. The contract will be for four years. The salary is \$58,458 per year with incentives as follows:

Athletic Incentive Pay may be earned as follows:

The larger of:

Conference Championship	\$3,000
-------------------------	---------

OR

Qualify Team for NCAA Regionals	\$2,000
---------------------------------	---------

Conference Coach of the Year	\$2,000
------------------------------	---------

NCAA Regional Coach of the Year	\$2,000
---------------------------------	---------

Top 25 National Ranking at the end of the Season	\$2,000
--	---------

Academic Incentive Pay may be earned as follows:

National Score Within Sport

50 <sup>th</sup> - 60 <sup>th</sup> %	=	\$1,400
---------------------------------------	---	---------

60 <sup>th</sup> - 70 <sup>th</sup> %	=	\$1,600
---------------------------------------	---	---------

70 <sup>th</sup> - 80 <sup>th</sup> %	=	\$1,800
---------------------------------------	---	---------

80 <sup>th</sup> % or above	=	\$2,000
-----------------------------	---	---------

Liquidated damages for the Coach leaving early are not included. The Coach was originally employed in 2007. Now that the coach has served four full years and is in contract renewal, the liquidated damages were removed.

**IMPACT**

The Contract is similar to the standard issued by Boise State University.

**ATTACHMENTS**

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Proposed Addendum	Page 15
Attachment 3 – Redline from the SBOE Model	Page 19
Attachment 4 – Matrix	Page 33

**BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE**  
**OCTOBER 20, 2011**

---

**STAFF COMMENTS AND RECOMMENDATIONS**

Source of funds for this position is appropriated funds.

Maximum potential annual compensation under this contract (base salary plus maximum potential supplemental compensation) would be \$69,458.

The contract follows the Board-approved model contract with the exception of the use of an addendum which contains additional terms and conditions, annual salary amount and supplemental compensation amounts.

The contract does add the following three new terms outside of the model contract:

- A list of sources of outside income that must receive prior approval by the President and the Athletic Director.
- The coach cannot pursue other employment without prior notice.
- Requires coach to use all accumulated annual leave prior to the end of the contract year if the coach's contract is non-renewed or terminated.
- Requires any termination of convenience by the coach to occur outside the team's season and post-season competition.

The contract provides an opportunity for earning academic incentive pay which tops out at a dollar amount equivalent to qualifying for NCAA regionals or coach of the year awards.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into a multi-year employment contract with Erin Bridges-Thorpe, Head Women's Softball Coach, for a term commencing June 26, 2011 and terminating June 25, 2015, in substantial conformance to the contract submitted to the Board as Attachments 1 and 2.

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

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date") by and between Boise State University ("University") and Erin Bridges-Thorpe ("Coach").

### ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the University's intercollegiate women's softball team (the "Team") and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on June 26, 2011 and terminating, without further notice to Coach, on June 25, 2015 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

**ARTICLE 3**

**3.1 Regular Compensation.**

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. University may provide supplemental compensation, as set forth in the attached Addendum.

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). Agreements requiring the Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news

segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### **ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association,

University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## **ARTICLE 5**

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;  
or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.



5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

## 5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten (10) business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the

nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience, all obligations of the University shall cease as of the effective date of the termination.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental

controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Boise State University  
   Director of Athletics  
   1910 University Drive  
   Boise, Idaho 83725-1020

with a copy to:                      Boise State University  
   Office of the President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                              Erin Bridges-Thorpe  
   1910 University Drive  
   Boise, Idaho 83725-1025

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or

other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement, and the attached Addendum, constitute the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Director of Athletics

\_\_\_\_\_  
Erin Bridges-Thorpe

\_\_\_\_\_  
Dr. Robert Kustra, President

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**Addendum to Employment Agreement between  
Boise State University and Erin Bridges-Thorpe**

This Addendum (the “Addendum”) to the Employment Agreement (the “Agreement”) dated \_\_\_\_\_, 2011, by and between Boise State University (the “University”) and Erin Bridges-Thorpe (“Coach”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 (“Effective Date”).

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

1. NCAA Compliance. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the “NCAA”) Rules and Regulations (“NCAA Rules”) regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
2. NCAA Violations. In the event Coach or Coach’s Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
3. University Name/Logo. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director of Athletics (the “Director”) and University President (the “President”).
4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach’s employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
5. Specific Duties of Coach. In addition to the duties outlined in the Agreement, Coach is expected to devote full-time to recruitment and coaching duties as appropriate. Coach will attend all staff meetings, public relations functions, dinners, awards banquets, and will make appearances as directed by the Director.

6. Compensation. University shall provide to Coach an annual salary of \$58,458 per year.
7. Athletic Incentive Pay. Coach may qualify for Athletic Incentive Pay as follows:

Conference Championship:	\$3,000
OR	
Qualify team for NCAA Regional's:	\$2,000
NCAA Regional Coach of the Year:	\$2,000
Conference Coach of the Year:	\$2,000
Top 25 National Ranking at End of Season:	\$2,000

Supplemental pay earned pursuant to this paragraph shall be paid on or before July 1<sup>st</sup> following the academic year in which it is earned, if Coach is still employed by the University on that date.

8. Academic Incentive Pay. Coach may qualify for Academic Incentive Pay if the four year Academic Progress Rate ("APR") for the Team meets the following levels in the National Ranking within Women's Softball:

*National Rank within Sport*

50 <sup>th</sup> - 59.9%	=	\$1,400
60 <sup>th</sup> - 69.9%	=	\$1,600
70 <sup>th</sup> - 79.9%	=	\$1,800
80 <sup>%</sup> or above	=	\$2,000

If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

9. Effect on Agreement. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.
10. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.



IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the Effective Date.

Signed:

---

Dr. Robert Kustra  
President

---

Athletic Director

---

Erin Bridges-Thorpe  
Head Coach - Women's Softball

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date") by and between Boise State University ("University") and Erin Bridges-Thorpe ("Coach").

### ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the University's intercollegiate women's softball team (the "Team") and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on June 26, 2011 and terminating, without further notice to Coach, on June 25, 2015 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

## ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. University may provide supplemental compensation, as set forth in the attached Addendum.

~~3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2. Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees). The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees).~~

3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). ~~Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~ Agreements requiring the Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any

commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally-related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College). In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University~~ for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with



or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, or policies.

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;  
or

- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

## 5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be

entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten (10) business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

### 5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must

occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience ~~at any time~~, all obligations of the University shall cease as of the effective date of the termination. ~~If the Coach terminates this Agreement for his convenience he shall pay to the University (College), as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before \_\_\_\_\_, the sum of \$30,000.00; (b) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.~~

~~5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University (College).~~

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

#### 5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe

benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property,

material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices

shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Boise State University  
    Director of Athletics  
    1910 University Drive  
    Boise, Idaho 83725-1020

with a copy to:                      Boise State University  
    Office of the President  
    1910 University Drive  
    Boise, Idaho 83725-1000

the Coach:                              Erin Bridges-Thorpe  
    1910 University Drive  
    Boise, Idaho 83725-1025

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement, and the attached Addendum, constitute the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney.

Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Director of Athletics

\_\_\_\_\_  
Erin Bridges-Thorpe

\_\_\_\_\_  
Dr. Robert Kustra, President

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2011.



Erin Bridges-Thorpe, Boise State University, Head Women's Softball Coach – 2011 – Multi-Year Contract

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
3.2	Supplemental Compensation	3.2 Supplemental Compensation; language added	Language added regarding specific supplemental compensation information to be provided in the attached Addendum.
3.2.1, 3.2.2, 3.2.3, 3.2.4	Supplemental Compensation	3.2 Supplemental Compensation; language deleted	Language deleted, as specific supplemental compensation information is provided in attached Addendum.
3.2.5	Supplemental Compensation	3.2.2 Supplemental Compensation; language deleted	Deleted language specific to Coach's right to receive payments for participation in media programs and public appearances.
3.2.6	Supplemental Compensation; Summer Camp Operated by University	3.2.3 Supplemental Compensation; summer camp; language deleted	Deleted language regarding summer camp operated by coach.
3.2.7	Supplemental Compensation	3.2.4 Supplemental Compensation; language deleted	Deleted unnecessary language regarding athletic footwear, apparel and equipment contracts.
4.3	Outside Income	4.3 Outside Income; added language	Added a list of sources of outside income that must receive prior approval by the President and the Athletic Director.
4.7	Other Coaching Opportunities	4.6 Other Coaching Opportunities; added language	Added language providing that Coach cannot pursue other employment without prior notice.
5.2	Termination of Coach for Convenience of University	5.2.4 Termination of Coach for Convenience of University; added language	Added language requiring Coach to use all accumulated annual leave

**ATTACHMENT 4**

Erin Bridges-Thorpe, Boise State University, Head Women's Softball Coach – 2011 – Multi-Year Contract

			prior to the end of the contract year, if the Coach's contract is non-renewed or terminated.
5.3	Termination by Coach for Convenience	5.3.2 Termination by Coach for Convenience; added language	Added language requiring any termination of convenience by Coach to occur outside the team's season and post-season competition.
5.3.3, 5.3.4	Termination by Coach for Convenience	5.3.3 Termination by Coach for Convenience; deleted language	Deleted liquidated damages language, as Coach has already been with the University for 4 years.
6.15	Entire Agreement; Amendments	6.15 Entire Agreement; Amendments; added language	Added language clarifying that the attached Addendum is also a part of the entire agreement between the parties.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval of a four year contract for a Head Track and Cross Country Coach

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University is requesting approval of a new multi-year contract for its current Head Track and Cross Country Coach. The contract will be for four years. The salary is \$85,010 per year with incentives as follows:

Athletic Incentive Pay may be earned as follows:

Conference Championship	\$3,000
National Championship	\$10,000

(one of the following)

Top 5 National Ranking at end of season	\$5,000 or
Top 10 National Ranking at end of season	\$3,000 or
Top 15 National Ranking at end of season	\$2,500 or
Top 20 National Ranking at end of season	\$2,000 or
Top 25 National Ranking at end of season	\$1,000

Qualify Team for NCAA Nationals (5 or more men & women combined)	\$2,000
NCAA Individual Champion (Coach Specific)	\$1,500
NCAA Individual Scorer [Top 8 Finish] (Coach Specific)	\$250
Conference Coach of the Year	\$1,000
NCAA Regional Coach of the Year	\$1,500
NCAA National Coach of the Year	\$2,500

Academic Incentive Pay may be earned as follows:

National Score Within Sport		
50 <sup>th</sup> - 60 <sup>th</sup> %	=	\$1,400
60 <sup>th</sup> - 70 <sup>th</sup> %	=	\$1,600
70 <sup>th</sup> - 80 <sup>th</sup> %	=	\$1,800
80 <sup>th</sup> % or above	=	\$2,000

Liquidated damages for the Coach leaving early are not included. The Coach was originally employed in 2009 and liquidated damages were in the original employment agreement. Now that the Coach has served two full years and is in contract renewal, the liquidated damages were removed.

## **IMPACT**

The Contract is similar to the standard issued by Boise State University.

## **ATTACHMENTS**

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Proposed Addendum #1	Page 15
Attachment 3 – Redline from the SBOE Model	Page 19
Attachment 4 – Matrix	Page 33

## **STAFF COMMENTS AND RECOMMENDATIONS**

The source of funds for base salary and supplemental compensation is local program revenue.

Maximum potential annual compensation under this contract (base salary plus maximum potential supplemental compensation) would be \$113,760.

The contract follows the Board-approved model contract with the exception of the use of an addendum which contains additional terms and conditions, annual salary amount and supplemental compensation amounts.

The contract does add the following three new terms outside of the model contract:

- A list of sources of outside income that must receive prior approval by the President and the Athletic Director.
- The coach cannot pursue other employment without prior notice.
- Requires coach to use all accumulated annual leave prior to the end of the contract year if the coach's contract is non-renewed or terminated.
- Requires any termination of convenience by the coach to occur outside the team's season and post-season competition.

The contract provides an opportunity for earning academic incentive pay which tops out at a dollar amount equivalent to top 20 national ranking at end of season.

Staff recommends approval.

## **BOARD ACTION**

I move to approve the request by Boise State University to enter into a multi-year employment contract with James Hardy, Head Track and Cross Country Coach, for a term commencing June 26, 2011 and terminating June 25, 2015, in substantial conformance to the contract submitted to the Board as Attachments 1 and 2.

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

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date") by and between Boise State University ("University") and James W. Hardy ("Coach").

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its track and field team (the "Position"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the University's intercollegiate track and field team (the "Team") and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on June 26, 2011 and terminating, without further notice to Coach, on June 25, 2015 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

**ARTICLE 3**

**3.1 Regular Compensation.**

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. University may provide supplemental compensation, as set forth in the attached Addendum.

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). Agreements requiring the Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news

segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association,



University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## **ARTICLE 5**

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;  
or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten (10) business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the

nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

### 5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach, may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience, all obligations of the University shall cease as of the effective date of the termination.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and

Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Boise State University  
   Director of Athletics  
   1910 University Drive  
   Boise, Idaho 83725-1020

with a copy to:                      Boise State University  
   Office of the President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                              James W. Hardy  
   1910 University Drive  
   Boise, Idaho 83725-1025

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement, and the attached Addendum, constitute the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Director of Athletics

\_\_\_\_\_  
James W. Hardy

\_\_\_\_\_  
Dr. Robert Kustra, President

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2011.



**Addendum to Employment Agreement between  
Boise State University and James W. Hardy**

This Addendum (the “Addendum”) to the Employment Agreement (the “Agreement”) dated \_\_\_\_\_, 2011, by and between Boise State University (the “University”) and James W. Hardy (“Coach”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 (“Effective Date”).

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

1. NCAA Compliance. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the “NCAA”) Rules and Regulations (“NCAA Rules”) regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
2. NCAA Violations. In the event Coach or Coach’s Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
3. University Name/Logo. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director of Athletics (the “Director”) and the University President (the “President”).
4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach’s employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
5. Specific Duties of Coach. In addition to the duties outlined in the Agreement, Coach is expected to devote full-time to recruitment and coaching duties as appropriate. Coach will attend all staff meetings, public relations functions, dinners, awards banquets, and will make appearances as directed by the Director.
6. Compensation. University shall provide to Coach an annual salary of \$85,010.

7. Athletic Incentive Pay. Coach may qualify for Athletic Incentive Pay as follows:

Conference Championship	\$3,000	
National Championship	\$10,000	
Top 5 National Ranking at end of season	\$5,000	\
Top 10 National Ranking at end of season	\$3,000	\
Top 15 National Ranking at end of season	\$2,500	/ only one
Top 20 National Ranking at end of season	\$2,000	/
Top 25 National Ranking at end of season	\$1,000	/
Qualify Team for NCAA Nationals (5 or more men & women combined)	\$2,000	
NCAA Individual Champion (Coach Specific)	\$1,500	
NCAA Individual Scorer [2 - 8 Finish] (Coach Specific)	\$250	
Conference Coach of the Year	\$1,000	
NCAA Regional Coach of the Year	\$1,500	
NCAA National Coach of the Year	\$2,500	

Supplemental pay earned pursuant to this paragraph shall be paid on or before July 1<sup>st</sup> following the academic year in which it is earned, if Coach is still employed by the University on that date.

8. Academic Incentive Pay. Coach may qualify for Academic Incentive Pay if the four year Academic Progress Rate (“APR”) for the Team meets the following levels in the National Ranking within Indoor or Outdoor Track & Field (only qualify for one per gender, whichever is higher):

*National Rank within Sport*

50 <sup>th</sup> -59.9%	=	\$1,400
60 <sup>th</sup> - 69.9 %	=	\$1,600
70 <sup>th</sup> – 79.9 %	=	\$1,800
80 <sup>th</sup> % or above	=	\$2,000

If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

9. Effect on Agreement. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.
10. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the Effective Date.

Signed:

---

Dr. Robert Kustra  
President

---

Athletic Director

---

James W. Hardy  
Head Coach - Track & Field

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 (“Effective Date”) by and between Boise State University (“University”) and James W. Hardy (“Coach”).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its track and field team (the “Position”). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the University’s intercollegiate track and field team (the “Team”) and shall perform such other duties in the University’s athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on June 26, 2011 and terminating, without further notice to Coach, on June 25, 2015 (the “Term”), unless sooner terminated in accordance with other provisions of this Agreement.

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

## ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. University may provide supplemental compensation, as set forth in the attached Addendum.

~~3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.12. Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees). The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees).~~

3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs). ~~Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~". Agreements requiring the Coach to participate in Programs related to ~~his~~ Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any

commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College). In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University~~ for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.



**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time

for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;  
or

- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

## 5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be

entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten (10) business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

### 5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach, may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so

as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience ~~at any time~~, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. ~~If the Coach terminates this Agreement for his convenience he shall pay to the University (College), as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before \_\_\_\_\_, the sum of \$30,000.00; (b) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.~~

~~5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University (College).~~

5.3.54 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

#### 5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe

benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property,

material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices



shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Boise State University  
Director of Athletics  
1910 University Drive  
Boise, Idaho 83725-1020

with a copy to:                      Boise State University  
Office of the President  
1910 University Drive  
Boise, Idaho 83725-1000

the Coach:                              James W. Hardy  
1910 University Drive  
Boise, Idaho 83725-1025

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement, [and the attached Addendum, constitute](#) the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney.

**ATTACHMENT 3**

Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Director of Athletics

\_\_\_\_\_  
James W. Hardy

\_\_\_\_\_  
Dr. Robert Kustra, President

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2011.

James W. Hardy, Boise State University, Head Track and Field Coach – 2011 – Multi-Year Contract

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
3.2	Supplemental Compensation	3.2 Supplemental Compensation; language added	Language added regarding specific supplemental compensation information to be provided in the attached Addendum.
3.2.1, 3.2.2, 3.2.3, 3.2.4	Supplemental Compensation	3.2 Supplemental Compensation; language deleted	Language deleted, as specific supplemental compensation information is provided in attached Addendum.
3.2.5	Supplemental Compensation	3.2.2 Supplemental Compensation; language deleted	Deleted language specific to Coach's right to receive payments for participation in media programs and public appearances.
3.2.6	Supplemental Compensation; Summer Camp Operated by University	3.2.3 Supplemental Compensation; summer camp; language deleted	Deleted language regarding summer camp operated by coach.
3.2.7	Supplemental Compensation	3.2.4 Supplemental Compensation; language deleted	Deleted unnecessary language regarding athletic footwear, apparel and equipment contracts.
4.3	Outside Income	4.3 Outside Income; added language	Added a list of sources of outside income that must receive prior approval by the President and the Athletic Director.
4.7	Other Coaching Opportunities	4.6 Other Coaching Opportunities; added language	Added language providing that Coach cannot pursue other employment without prior notice.
5.2	Termination of Coach for Convenience of University	5.2.4 Termination of Coach for Convenience of University; added language	Added language requiring Coach to use all accumulated annual leave

**ATTACHMENT 4**

James W. Hardy, Boise State University, Head Track and Field Coach – 2011 – Multi-Year Contract

			prior to the end of the contract year, if the Coach's contract is non-renewed or terminated.
5.3	Termination by Coach for Convenience	5.3.2 Termination by Coach for Convenience; added language	Added language requiring any termination of convenience by Coach to occur outside the team's season and post-season competition.
5.3.3, 5.3.4	Termination by Coach for Convenience	5.3.3 Termination by Coach for Convenience; deleted language	Deleted liquidated damages language, as Coach has already been with the University for 2 years.
6.15	Entire Agreement; Amendments	6.15 Entire Agreement; Amendments; added language	Added language clarifying that the attached Addendum is also a part of the entire agreement between the parties.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval of a four year contract for a Head Women's Swimming and Diving Coach

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University is requesting approval of a new multi-year contract for its current Head Women's Swimming and Diving Coach Kristin Hill. The contract will be for four years. The salary is \$60,000 per year with incentives as follows:

Athletic Incentive Pay may be earned as follows:

Conference Championship	\$3,000
Conference Coach of the Year	\$2,000
NCAA Regional Coach of the Year	\$2,000
Top 50 at NCAA Championships	\$2,000

Academic Incentive Pay may be earned as follows:

National Score Within Sport		
50 <sup>th</sup> - 60 <sup>th</sup> %	=	\$1,400
60 <sup>th</sup> - 70 <sup>th</sup> %	=	\$1,600
70 <sup>th</sup> - 80 <sup>th</sup> %	=	\$1,800
80 <sup>th</sup> % or above	=	\$2,000

Liquidated damages for the Coach leaving early are not included. The Coach was originally employed in 2006. Now that the Coach has served five full years and is in contract renewal, the liquidated damages were removed.

**IMPACT**

The Contract is similar to the standard issued by Boise State University.

**ATTACHMENTS**

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Proposed Addendum	Page 15
Attachment 3 – Redline from the SBOE Model	Page 19
Attachment 4 – Matrix	Page 33

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**STAFF COMMENTS AND RECOMMENDATIONS**

Source of funds for this position is appropriated funds.

Maximum potential annual compensation under this contract (base salary plus maximum potential supplemental compensation) would be \$71,000.

The contract follows the Board-approved model contract with the exception of the use of an addendum which contains additional terms and conditions, annual salary amount and supplemental compensation amounts.

The contract does add the following three new terms outside of the model contract:

- A list of sources of outside income that must receive prior approval by the President and the Athletic Director.
- The coach cannot pursue other employment without prior notice.
- Requires coach to use all accumulated annual leave prior to the end of the contract year if the coach's contract is non-renewed or terminated.
- Requires any termination of convenience by the coach to occur outside the team's season and post-season competition.

The contract provides an opportunity for earning academic incentive pay which tops out at a dollar amount equivalent to coach of the year awards or a top 50 finish at NCAA championships.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into a multi-year employment contract with Kristin Hill, Head Women's Swimming and Diving Coach, for a term commencing June 26, 2011 and terminating June 25, 2015, in substantial conformance to the contract submitted to the Board as Attachments 1 and 2.

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

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date") by and between Boise State University ("University") and Kristin Hill ("Coach").

### ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the University's intercollegiate women's swimming and diving team (the "Team") and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on June 26, 2011 and terminating, without further notice to Coach, on June 25, 2015 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

**ARTICLE 3**

**3.1 Regular Compensation.**

3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. University may provide supplemental compensation, as set forth in the attached Addendum.

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). Agreements requiring the Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news



segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association,

University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## **ARTICLE 5**

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

## 5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten (10) business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the

nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

### 5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach, may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience, all obligations of the University shall cease as of the effective date of the termination.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable



substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Boise State University  
Director of Athletics  
1910 University Drive  
Boise, Idaho 83725-1020

with a copy to:                      Boise State University  
Office of the President  
1910 University Drive  
Boise, Idaho 83725-1000

the Coach:                              Kristin Hill  
1910 University Drive  
Boise, Idaho 83725-1025

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or

other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement, and the attached Addendum, constitute the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Director of Athletics

\_\_\_\_\_  
Kristin Hill

\_\_\_\_\_  
Dr. Robert Kustra, President

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**Addendum to Employment Agreement between  
Boise State University and Kristin Hill**

This Addendum (the “Addendum”) to the Employment Agreement (the “Agreement”) dated \_\_\_\_\_, 2011, by and between Boise State University (the “University”) and Kristin Hill (“Coach”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 (“Effective Date”).

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

1. NCAA Compliance. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the “NCAA”) Rules and Regulations (“NCAA Rules”) regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
2. NCAA Violations. In the event Coach or Coach’s Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
3. University Name/Logo. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director and University President.
4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, Boise State University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach’s employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
5. Specific Duties of Coach. In addition to the duties outlined in the Agreement, Coach is expected to devote full-time to recruitment and coaching duties as appropriate. Coach will attend all staff meetings, public relations functions, dinners, awards banquets, and will make appearances as directed by the Director.

6. Compensation. University shall provide to Coach an annual salary of \$60,000 per year.
7. Athletic Incentive Pay. Coach may qualify for Athletic Incentive Pay as follows:

Conference Championship:	\$3,000
NCAA Regional Coach of the Year:	\$2,000
Conference Coach of the Year:	\$2,000
Top 50 at NCAA Championships:	\$2,000

Supplemental pay earned pursuant to this paragraph shall be paid on or before July 1<sup>st</sup> following the academic year in which it is earned, if Coach is still employed by the University on that date.

8. Academic Incentive Pay. Coach may qualify for Academic Incentive Pay if the four year Academic Progress Rate (“APR”) for the Team meets the following levels in the National Ranking within Women’s Swimming & Diving:

*National Rank within Sport*

50 <sup>th</sup> - 59.9%	=	\$1,400
60 <sup>th</sup> - 69.9%	=	\$1,600
70 <sup>th</sup> - 79.9%	=	\$1,800
80% or above	=	\$2,000

If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

9. Effect on Agreement. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.
10. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the date first above written.

Signed:

---

Dr. Robert Kustra  
President

---

Athletic Director

---

Kristin Hill  
Head Coach - Women's Swimming & Diving

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date") by and between Boise State University ("University") and Kristin Hill ("Coach").

**ARTICLE 1**

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

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

1.3. Duties. Coach shall manage and supervise the University's intercollegiate women's swimming and diving team (the "Team") and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on June 26, 2011 and terminating, without further notice to Coach, on June 25, 2015 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

## ARTICLE 3

3.1 Regular Compensation.

3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. University may provide supplemental compensation, as set forth in the attached Addendum.

~~3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.12 Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~



~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees). The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees).~~

3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs). ~~Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~". Agreements requiring the Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any

commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College). In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University~~ for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Executive Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with

or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom

Coach is administratively responsible, or a member of the Team;  
or

- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

**5.2 Termination of Coach for Convenience of University.**

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross

salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten (10) business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

### 5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach, may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience ~~at any time~~, all obligations of the University shall cease as of the effective date of the termination. ~~If the Coach terminates this Agreement for his convenience he shall pay to the University (College), as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before \_\_\_\_\_, the sum of \$30,000.00; (b) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between \_\_\_\_\_ and \_\_\_\_\_ inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.~~

~~5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach and lose the benefit of its investment in the Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty.~~

5.3.54 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

#### 5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the



Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Boise State University  
   Director of Athletics  
   1910 University Drive  
   Boise, Idaho 83725-1020

with a copy to:                      Boise State University  
   Office of the President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                              Kristin Hill  
   1910 University Drive  
   Boise, Idaho 83725-1025

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement, [and the attached Addendum](#), [constitute](#) the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Director of Athletics

\_\_\_\_\_  
Kristin Hill

\_\_\_\_\_  
Dr. Robert Kustra, President

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2011.

Kristin Hill, Boise State University, Head Women's Swimming and Diving Coach – 2011 – Multi-Year Contract

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
3.2	Supplemental Compensation	3.2 Supplemental Compensation; language added	Language added regarding specific supplemental compensation information to be provided in the attached Addendum.
3.2.1, 3.2.2, 3.2.3, 3.2.4	Supplemental Compensation	3.2 Supplemental Compensation; language deleted	Language deleted, as specific supplemental compensation information is provided in attached Addendum.
3.2.5	Supplemental Compensation	3.2.2 Supplemental Compensation; language deleted	Deleted language specific to Coach's right to receive payments for participation in media programs and public appearances.
3.2.6	Supplemental Compensation; Summer Camp Operated by University	3.2.3 Supplemental Compensation; summer camp; language deleted	Deleted language regarding summer camp operated by coach.
3.2.7	Supplemental Compensation	3.2.4 Supplemental Compensation; language deleted	Deleted unnecessary language regarding athletic footwear, apparel and equipment contracts.
4.3	Outside Income	4.3 Outside Income; added language	Added a list of sources of outside income that must receive prior approval by the President and the Athletic Director.
4.7	Other Coaching Opportunities	4.6 Other Coaching Opportunities; added language	Added language providing that Coach cannot pursue other employment without prior notice.
5.2	Termination of Coach for Convenience of University	5.2.4 Termination of Coach for Convenience of University; added language	Added language requiring Coach to use all accumulated annual leave

**ATTACHMENT 4****Kristin Hill, Boise State University, Head Women's Swimming and Diving Coach – 2011 – Multi-Year Contract**

			prior to the end of the contract year, if the Coach's contract is non-renewed or terminated.
5.3	Termination by Coach for Convenience	5.3.2 Termination by Coach for Convenience; added language	Added language requiring any termination of convenience by Coach to occur outside the team's season and post-season competition.
5.3.3, 5.3.4	Termination by Coach for Convenience	5.3.3 Termination by Coach for Convenience; deleted language	Deleted liquidated damages language, as Coach has already been with the University for 5 years.
6.15	Entire Agreement; Amendments	6.15 Entire Agreement; Amendments; added language	Added language clarifying that the attached Addendum is also a part of the entire agreement between the parties.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**IDAHO STATE UNIVERSITY**

**SUBJECT**

Multi-year contract for Athletic Director

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section II.B.3.c. and II.H

**BACKGROUND/DISCUSSION**

Idaho State University seeks to provide a three-year agreement for its Athletic Director, Jeffrey K. Tingey. Mr. Tingey initially served as Acting Athletic Director from March 6, 2008 to June 28, 2008. He was appointed Interim Athletic Director June 29, 2008 through June 27, 2009, after which he was appointed Athletic Director. Mr. Tingey successfully turned the athletics program from an overall budgetary deficit to a program with a balanced budget and has continued to improve overall performance. The University desires to add stability to the program by offering this agreement. Incentives for academic performance and combined gross ticket sales growth incentives are included. If approved, the remainder of the current year's contract would be merged into the multi-year agreement for a total of a three year contract period.

**IMPACT**

The current annual base salary will remain at \$95,014.40. Performance incentives for academic and combined gross ticket sales are included, with the potential for the equivalent of up to four (4) weeks additional compensation.

The term of the Employment Agreement is three years, commencing July 1, 2011, and terminating June 30, 2014.

Total potential annual compensation is \$102,323.20 (base salary plus potential incentives).

**ATTACHMENTS**

Attachment 1	Employment Agreement	Page 3
Attachment 2	Employment Agreement – Redline	Page 15
Attachment 3	Model Contract Changes Matrix	Page 31

**STAFF COMMENTS AND RECOMMENDATIONS**

This contract follows the Board-approved model contract. Sources of funds for base salary will be appropriated funds, and for incentives will be local funds.

Potential supplemental compensation includes:

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

- University teams all exceed their respective APR in any given year: 1/26 of annual salary or \$3,654.40
- Combined gross ticket sales for football, men's and women's basketball, women's volleyball and softball exceed prior year by 10%: 1/26 of annual salary or \$3,654.40

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to execute a multi-year employment agreement with Jeffrey K. Tingey, Athletic Director, for a term commencing July 1, 2011 and terminating June 30, 2014 in substantial conformance to the contract submitted to the Board as Attachment 1.

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



**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Jeffrey K. Tingey (Athletic Director, hereafter "Director").

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Director as the director of its intercollegiate athletics program (Program). Director represents and warrants that Director is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Director shall report and be responsible directly to the University's President or his/her designee. Director shall abide by the reasonable instructions of the President or his/her designee and shall confer with the President or his/her designee on all administrative and technical matters.

1.3. Duties. Director shall manage and supervise the Program and shall perform such other duties in the University's athletic program as the President or his/her designee may assign and as may be described elsewhere in this Agreement. Independent of the University's right to reassign Director other duties for cause as set forth elsewhere in this Agreement, the University shall have the right, at any time, to reassign Director to duties at the University other than as Director of the Program, provided that Director's compensation and benefits shall not be affected by any such reassignment, except to the extent described elsewhere in this Agreement.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of three ( 3 ) years, commencing on July 1, 2011 and terminating, without further notice to Director, on June 30, 2014 unless sooner terminated in accordance with other provisions of this Agreement. Upon approval by the University's Board of Trustees, the remaining portion of any existing agreement between the parties shall be superseded by, and merged into, this Agreement.

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

**ARTICLE 3**

3.1 Regular Compensation.

3.1.1 In consideration of Director's services and satisfactory performance of this Agreement, the University shall provide to Director:

- a) An annual salary of \$95,014.40 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees.

3.2 Supplemental Compensation. Each year (July 1 through June 30) during the term of this Agreement in which the Director achieves the following performance measures, he will be paid supplemental compensation as set forth below.

- a) If the University teams all exceed their respective Academic Progress Rates (A.P.R.) as established and published by the NCAA in any given year, the Director will receive supplemental compensation equivalent to two weeks' annual regular compensation, (1/26 of the amount set forth in Article 3.1.1(a)), said amount to be paid no later than sixty (60) days after the compensation is earned.
- b) If in any year during the term of this Agreement the combined gross ticket sales for football, women's basketball, men's basketball, women's volleyball, and women's soccer is ten percent (10%) higher than the immediately prior year, the Director will receive supplemental compensation equivalent to two weeks' annual regular compensation, (1/26 of the amount set forth in Article 3.1.1(a)), said amount to be paid no later than sixty (60) days after the compensation is earned.

Any supplemental compensation paid to the Director shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Public Records Act. Further, eligibility for supplemental compensation as set forth above shall also be contingent upon the President's assessment of the Director's role in overseeing the conduct of the University's team members on the University campus, at authorized University activities, in the community, and elsewhere, and upon continuing overall improvement in the University's athletic programs.

3.3 General Conditions of Compensation. All compensation provided by the University to Director is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Director participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Director, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

4.1. Director's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Director's full time and best efforts to the performance of Director's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, of coaching staff and departmental employees which enable them to compete successfully and reasonably protect the health, safety, and well-being of staff and athletes;

4.1.3. Require coaches, staff and athletes to observe and uphold all academic standards, requirements, and policies of the University and encourage athletes to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that coaches and assistant coaches, any other employees for whom Director is administratively responsible, and the Program's athletes know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if there is reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Director shall cooperate fully with the University at all times. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policies and Procedures; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Big Sky conference of which the University is a member.

4.2 Outside Activities. Director shall not undertake any business, professional or personal activities, or pursuits that would prevent Director from devoting Director's full time and best efforts to the performance of Director's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program.

4.3 NCAA Rules. In accordance with NCAA rules, Director shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Director accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster

club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Director shall have the responsibility and the sole authority to recommend to the President the hiring and termination of head coaches for the Program, but the decision to hire or terminate an assistant coach shall be made by the Director after recommendation by the head coach, and, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Other Opportunities. Director shall not, under any circumstances, interview for, negotiate for, or accept employment as an athletic director at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior written approval of the President. Such approval shall not unreasonably be withheld.

## **ARTICLE 5**

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

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

- a) A deliberate or major violation of Director's duties under this agreement or the refusal or unwillingness of Director to perform such duties in good faith and to the best of Director's abilities;
- b) The failure of Director to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Director of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Director at another NCAA or member institution;
- d) Ten (10) working days' absence of Director from duty without the University's consent;

- e) Any conduct of Director that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Director to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Director to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Director to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by a coach, assistant coach, or any other employee for whom Director is administratively responsible, or a member of any team of the Program; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by the Director or one of coaches or assistant coaches, or any other employee for whom Director is administratively responsible, or a member of the any team of the Program if Director knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the President or his designee shall provide Director with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Director shall then have an opportunity to respond. After Director responds or fails to respond, University shall notify Director whether, and if so when, the action will be effective.

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

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

5.2 Termination of Director for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Director, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Director obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Director as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Director under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Director will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Director obtains any other employment providing Director with a reasonably comparable health plan and group life insurance, whichever occurs first. Director shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Director specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Director agrees not to accept employment for compensation at less than the fair value of Director's services, as determined by all circumstances existing at the time of employment. Director further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both had the opportunity to seek legal counsel in the contract negotiations and have bargained for and agreed to the liquidated damages provision contained herein, giving consideration to the fact that the Director may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Director shall constitute adequate and reasonable compensation to Director for the damages and injury suffered by Director because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Director for Convenience.

5.3.1 The Director recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Director also recognizes

that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Director, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Director terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Director terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June, 2012, the sum of \$50,000.00; (b) if the Agreement is terminated between July 1, 2012 and June 30, 2013 inclusive, the sum of \$40,000.00; (c) if the Agreement is terminated between July 1, 2013 and June 30, 2014 inclusive, the sum of \$30,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both had the opportunity to seek legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Director, in addition to potentially increased compensation costs if Director terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Director and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Director. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Director terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Director terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

#### 5.4 Termination due to Disability or Death of Director.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Director becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Director's death, Director's salary and all other benefits shall terminate as of the last day worked, except that the Director's personal representative or other designated beneficiary shall be paid all compensation due or

unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Director's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Director becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of athletic director, all salary and other benefits shall terminate, except that the Director shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Director. In the event of termination, suspension, or reassignment, Director agrees that Director will not interfere with the University's employees or student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Director for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Director, regardless of the circumstances.

5.7 Waiver of Rights. Because the Director is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Director, or terminates this Agreement for good or adequate cause or for convenience, Director shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies and Procedures.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees and the President; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Director by the University or developed by Director on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Director's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as



provided herein, Director shall immediately cause any such personal property, materials, and articles of information in Director's possession or control to be delivered to the President or his/her designee.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Director hereby consents and agrees that this document, or any version thereof submitted for Board of Trustees approval may, at the sole discretion of the University, be publicly available or released in accordance with the public records laws of Idaho, and may further be made available to the public after it is signed by the Director.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the Director: Jeffrey K. Tingey  
921 S. 8<sup>th</sup> Ave. Stop 8173  
Pocatello, ID 83209-8173

And/or last known address on file with

University's Human Resources Department

the President:

Dr. Arthur C. Vailas  
921 S. 8<sup>th</sup> Ave. Stop 8310  
Pocatello, ID 83209-8310

with copy to:

Vice President for Finance & Administration  
921 S. 8<sup>th</sup> Ave. Stop 8219  
Pocatello, ID 83209-8219

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Director shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Director acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY

DIRECTOR

\_\_\_\_\_  
Arthur C. Vailas, President                      Date

\_\_\_\_\_  
Jeffrey K. Tingey                                      Date

Approved by the Board of Trustees on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**THIS PAGE INTENTIONALLY LEFT BLANK**

~~(MODEL ATHLETICS CONTRACT)~~

## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University ~~(College)~~), and Jeff Tingey ~~(Coach)~~-(Athletic Director, hereafter "Director").

## ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ CoachDirector as the head-coachdirector of its intercollegiate ~~(Sport)~~ team ~~(Team)~~-athletics program (Program). CoachDirector represents and warrants that CoachDirector is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. CoachDirector shall manage and supervise the Team-Program and shall perform such other duties in the University ~~(College)'s~~ athletic program as the ~~Director~~ President or his/her designee may assign and as may be described elsewhere in this Agreement. Independent of the University's right to reassign Director other duties for cause as set forth elsewhere in this Agreement, the University (College) shall have the right, at any time, to reassign CoachDirector to duties at the University (College) other than as head-coachDirector of the Team-Program provided that Coach's Director's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through (Depending on supplemental pay provisions used) shall cease to the extent described elsewhere in this Agreement.

## ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of \_\_\_\_\_ (---)3 years, commencing on July 1, 2011 and terminating, without further notice to CoachDirector, on June 30, 2014 unless sooner terminated in accordance with other provisions of this Agreement. Upon approval by the University's Board of Trustees, the remaining portion of any existing agreement between the parties shall be superseded by, and merged into, this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by CoachDirector, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's

~~(College)'s~~ Board of ~~-(Regents or Trustees)-~~. This Agreement in no way grants to ~~Coach~~Director a claim to tenure in employment, nor shall ~~Coach's~~Director's service pursuant to this agreement count in any way toward tenure at the ~~University~~University(~~College~~).

### ARTICLE 3

#### 3.1 Regular Compensation.

3.1.1 In consideration of Coach's~~Directors~~ services and satisfactory performance of this Agreement, the University (~~College~~) shall provide to Coach:

- a) An annual salary of \$95,014.40 per year, payable in biweekly installments in accordance with normal University (~~College~~) procedures, and such salary increases as may be determined appropriate by the ~~Director and~~ President and approved by the University (College)'s Board of ~~-(Regents or Trustees)-~~;
- b) The opportunity to receive such employee benefits as the University (~~College~~) provides generally to non-faculty exempt employees; ~~and~~
- c) ~~The opportunity to receive such employee benefits as the University (College)'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.~~

3.2 Supplemental Compensation. Each year (July 1 through June 30) during the term of this agreement in which the Director achieves the following performance measures, he will be paid supplemental compensation as set forth below.

- a) If the University teams all exceed their respective Academic Progress Rates (A.P.R.) as established and published by the NCAA in any given year, the Director will receive supplemental compensation equivalent to two weeks' annual regular compensation, (1/26 of the amount set forth in Article 3.1.1(a)), said amount to be paid no later than sixty (60) days after the compensation is earned.
- b) If any year during the term of this Agreement the combined gross ticket sales for football, women's basketball, men's basketball, women's volleyball, and women's soccer is ten percent (10%)

higher than the immediately prior year, the Director will receive supplemental compensation equivalent to two weeks' annual regular compensation, (1/26 of the amount set forth in Article 3.1.1(a)), said amount to be paid no later than sixty (60) days after the compensation is earned.

3.2 Any supplemental compensation paid to the Director shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Public Records Act. Further, eligibility for supplemental compensation as set forth above shall also be contingent upon the President's assessment of the Director's role in overseeing the conduct of the University's team members on the University campus, at authorized University activities, in the community, and elsewhere, and upon continuing overall improvement in the University's athletic programs.

~~3.2.1. Each year the Team is the conference champion or co champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees). The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported~~

to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees).~~

~~3.2.5 The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

~~3.2.6 **(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))** Coach agrees that the University (College) has the exclusive right to operate youth (Sport) camps on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)'s summer football camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment).~~

~~**(SUMMER CAMP OPERATED BY COACH)** Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~



- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and \_\_\_\_\_ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the \_\_\_\_\_.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- ~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~
- ~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- ~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the~~

~~camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

~~3.2.7—Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.~~

3.3 General Conditions of Compensation. All compensation provided by the University (College) to Coach/Director is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach/Director participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University (College) to Coach/Director, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

## ARTICLE 4

4.1. Coach's/Directors Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach/Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach'Director's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching staff and departmental employees of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being of staff and athletes;

4.1.3. Require coaches, staff and athletes to observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team athletes members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the University's ~~(College)s~~ governing board, the conference, and the NCAA; ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's and assistant coaches, any other employees for whom CoachDirector is administratively responsible, and the members of the TeamProgram's athletes know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has there is reasonable cause to believe that any person or entity, including without limitation representatives of the University's ~~(College)s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. CoachDirector shall cooperate fully with the University ~~(College)~~ and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit C.~~ The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual and Procedures and Rule Manual; (b) University ~~(College)s~~ Handbook Policies and Procedures; (c) University (College)s Administrative Procedures Manual; ~~(d)~~ the policies of the Department; ~~(e)(d)~~ NCAA ~~(or NAIA)~~ rules and regulations; and ~~(f)(e)~~ the rules and regulations of the Big Sky (Sport) conference of which the University ~~(College)~~ is a member.

4.2 Outside Activities. CoachDirector shall not undertake any business, professional or personal activities, or pursuits that would prevent CoachDirector from devoting CoachDirector's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. ~~Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.~~

4.3 NCAA (or NAIA) Rules. In accordance with NCAA ~~(or NAIA)~~ rules, CoachDirector shall obtain prior written approval from the University's ~~(College)s~~ President for

all athletically related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits to the University's ~~(College)~~'s President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~, the University's ~~(College)~~'s governing board, the conference, or the NCAA. ~~(or NAIA).~~

4.4 Hiring Authority. ~~Coach~~Director shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of ~~assistant~~head coaches for the ~~Team~~Program, but the decision to hire or terminate an assistant coach shall be made by the Director ~~after recommendation by the head coach, and, and shall,~~ when necessary or appropriate, be subject to the approval of President and the University ~~(College)~~'s Board of ~~— Trustees (Trustees or Regents)—~~.

~~4.54.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.~~

4.7 Other ~~Coaching~~—Opportunities. ~~Coach~~Director shall not, under any circumstances, interview for, negotiate for, or accept employment as an ~~athletic director~~ ~~coach~~ at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the ~~Director~~President. Such approval shall not unreasonably be withheld.

## ARTICLE 5

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

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

- a) A deliberate or major violation of ~~Coach's~~Director's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of ~~Coach's~~Director's abilities;

- b) The failure of CoachDirector to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by CoachDirector of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University's ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of CoachDirector at another NCAA or ~~NAIA~~-member institution;
- d) Ten (10) working days' absence of CoachDirector from duty without the University ~~(College)~~'s consent;
- e) Any conduct of CoachDirector that constitutes moral turpitude or that would, in the University's ~~(College)~~'s judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Director Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach-Director to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University's ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~;
- h) The failure of DirectorCoach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University's ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~, by ~~one of a~~ Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of anythe Team ~~of the Program~~; or
- i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University's ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~, by ~~one of the~~ Director, or one of ~~Coach'es~~, assistant coaches, any other employees for whom CoachDirector is administratively responsible, or a member of any-the Team of the Program if CoachDirector knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the DirectorPresident or his designee shall provide CoachDirector with notice, which notice shall be accomplished in the manner provided for in

this Agreement and shall include the reason(s) for the contemplated action. CoachDirector shall then have an opportunity to respond. After Coach responds or fails to respond, University (College) shall notify Coach whether, and if so when, the action will be effective.

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

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

## 5.2 Termination of CoachDirector for Convenience of University (College).

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

5.2.2 In the event that University-(College) terminates this Agreement for its own convenience, University-(College) shall be obligated to pay CoachDirector, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University (College) until the term of this Agreement ends; provided, however, in the event CoachDirector obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid CoachDirector as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University (College) employee until the term of this Agreement ends or until CoachDirector obtains employment or any other employment providing CoachDirector with a reasonably comparable health plan and group life insurance, whichever occurs first. CoachDirector shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. CoachDirector specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. CoachDirector agrees not to accept employment for compensation at less than the fair value of CoachDirector's services, as



determined by all circumstances existing at the time of employment. CoachDirector further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both had the opportunity to seek legal counsel ~~been represented by legal counsel~~ in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the CoachDirector may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) and the acceptance thereof by DirectorCoach shall constitute adequate and reasonable compensation to CoachDirector for the damages and injury suffered by CoachDirector because of such termination by University (College). The liquidated damages are not, and shall not be construed to be, a penalty.

### 5.3 Termination by CoachDirector for Convenience.

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

5.3.2 The CoachDirector, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University (College). Termination shall be effective ten (10) days after notice is given to the University (College).

5.3.3 If the DirectorCoach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If the CoachDirector terminates this Agreement for his convenience he shall pay to the University (College), as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 12, 2012, the sum of \$350,000.00; (b) if the Agreement is terminated between July 1, 2012 and June 30, 2013 inclusive, the sum of \$240,000.00; (c) if the Agreement is terminated between July 1, 2013 and June 30, 2014 inclusive, the sum of \$130,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both had the opportunity to seek ~~been represented by~~ legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for CoachDirector, in

addition to potentially increased compensation costs if CoachDirector terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by CoachDirector and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if CoachDirector terminates this Agreement because of a material breach by the University (College).

5.3.5 Except as provide elsewhere in this Agreement, if CoachDirector terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

#### 5.4 Termination due to Disability or Death of CoachDirector.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's (College)s disability insurance carrier, becomes unable to perform the essential functions of the position of head-coachDirector, or dies.

5.4.2 If this Agreement is terminated because of Coach'sDirector's death, CoachDirector's salary and all other benefits shall terminate as of the last day worked, except that the CoachDirector's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University-(College) and due to the Coach'sDirector's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the CoachDirector becomes totally or permanently disabled as defined by the University-(College)s disability insurance carrier, or becomes unable to perform the essential functions of the position of Directorhead coach, all salary and other benefits shall terminate, except that the CoachDirector shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University-(College).

5.5 Interference by CoachDirector. In the event of termination, suspension, or reassignment, DirectorCoach agrees that DirectorCoach will not interfere with the University's (College)s student-athletes or otherwise obstruct the University's (College)s ability to transact business or operate its intercollegiate athletics program.

5.76 No Liability. The University-(College) shall not be liable to CoachDirector for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of CoachDirector, regardless of the circumstances.



5.78 Waiver of Rights. Because the CoachDirector is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns CoachDirector, or terminates this Agreement for good or adequate cause or for convenience, CoachDirector shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University (College) Faculty-Staff Handbook.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's (College)'s Board of (Regents or Trustees) and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University (College)'s Board of (Regents or Trustees), and the President, ~~and the Director~~; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of (Regents or Trustees) and University (College)'s rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the Courtesy Car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to CoachDirector by the University (College) or developed by CoachDirector on behalf of the University (College) or at the University (College)'s direction or for the University's (College)'s use or otherwise in connection with CoachDirector's employment hereunder are and shall remain the sole property of the University (College). Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, CoachDirector shall immediately cause any such personal property, materials, and articles of information in Director's Coach's possession or control to be delivered to the President or his/her designee. Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University ~~(College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The ~~Coach~~ Director hereby consents and agrees that this document, or any version thereof submitted for Board of Trustees approval may, at the sole discretion of the University be publicly available or released in accordance with the public records laws of Idaho, and may further be made available to the public after it is signed by the Director. ~~may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University (College)'s sole discretion.~~

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

The Director ~~he University (College):~~ Jeffrey K. Tingey Director of Athletics  
921 South 8<sup>th</sup> Ave. Stop 8173  
Pocatello, ID 83209-8173

And/or last known address on file with  
University's Human Resources Department

The President with a copy to: President  
-Dr. Arthur C. Vailas  
921 South 8<sup>th</sup> Ave. Stop 8310  
Pocatello, ID 83209-8310

With a copy to: the Coach: Vice President for Finance and Administration  
921 S. 8<sup>th</sup> Ave. Stop 8219  
Pocatello, ID 83209-8219  
Last known address on file with  
University (College)'s Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The ~~Coach~~Director shall not, without the University's (College)'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~-(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his official University ~~-(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's (College)'s Board of ~~-(Regents or Trustees)~~.

6.16 Opportunity to Consult with Attorney. The ~~Coach~~Director acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY~~UNIVERSITY (COLLEGE)~~ \_\_\_\_\_ DIRECTOR  
COACH

\_\_\_\_\_  
Arthur C. Vailas, President \_\_\_\_\_ Date \_\_\_\_\_, ~~Presid~~Jeffrey K. Tingey \_\_\_\_\_ Date

Approved by the Board of ~~-(Regents or Trustees)~~ on the \_\_\_\_ day of \_\_\_\_\_, 2010~~11~~.

**THIS PAGE INTENTIONALLY LEFT BLANK**

JEFF TINGEY – ATHLETIC DIRECTOR - MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM (AS ADPATED FROM MODEL COACH FORM)			
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	MODIFICATON/JUSTIFICATION FOR MODIFICATION
1	2.1 Term	2.1	Merges remaining balance of current contract into term of contract for a <i>total</i> three-year term
2	3.2 Supplemental Compensation	With exceptions noted, most forms of supplemental compensation eliminated as inapplicable to Athletic Director position	Adds potential for supplemental compensation based upon all teams exceeding Academic Progress Rates (APR), and improvement of 10% or more for <i>combined</i> gross ticket sales for revenue sports: football, women's basketball, men's basketball, women's volleyball, and women's soccer
3	3.2.6 Summer Camp Operated by University	None	N/A

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

---

**IDAHO STATE UNIVERSITY**

**SUBJECT**

Approval of multi-year employment agreement for Julia Write, Head Women's Softball Coach

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

**BACKGROUND/DISCUSSION**

Idaho State University requests approval for a three-year employment agreement for Julia Wright, Head Women's Softball Coach. The salary is \$47,008 per year with incentives as follows:

Athletic Incentive Pay may be earned as follows:

Conference Champion or Co-Champion	\$1,808
Pacific Coach Conference	\$1,808
OR	
Big Sky Conference	\$1,808
OR	
NCAA Tournament berth	\$1,808

NCAA Tournament

Round 1	Advancement to Regional Championship	\$5,000
Round 2	Advancement to Super Regional	\$6,000
Round 3	Advancement to WCWS	\$9,000
Round 4	Advancement to Bracket Championship	\$12,000
Round 5	Advancement to WCWS Championship	\$15,000
Round 6	Championship Title	\$18,000

Academic Incentive Pay may be earned as follows:

Team APR Ranking

50%-59%	\$2,000
60%-69%	\$4,000
70%-79%	\$6,000
80% or above	\$8,000

University shall pay any net revenues resulting from summer softball camps per year as supplemental compensation.

**IMPACT**

This contract will provide a stable coaching environment for the women's softball program as well as stability and consistency for the Athletic Department as a whole.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

---

**ATTACHMENTS**

Attachment 1	Employment Agreement	Page 3
Attachment 2	Employment Agreement – Redline	Page 15
Attachment 3	Model Contract Changes Matrix	Page 31

**STAFF AND COMMENTS AND RECOMMENDATIONS**

The employment agreement follows the Board-approved model contract. Maximum potential annual compensation under this contract (base salary plus maximum potential supplemental compensation) would be \$123,624.

Sources of funds for base salary will be appropriated funds, and for incentives will be local funds.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to execute a multi-year employment agreement with Julia Wright, Head Women's Softball Coach for a term commencing June 5, 2011 and terminating June 5, 2014, in substantial conformance with the contract submitted to the Board as Attachment 1.

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



## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Julia Wright (Coach).

### ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 shall cease.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three ( 3 ) years, commencing on June 05, 2011 and terminating, without further notice to Coach, on June 05, 2014 unless sooner terminated in accordance with other provisions of this Agreement.

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

### ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$47,008.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees);
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

### 3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head Women's Softball coach as of the ensuing June 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ( $2/52 \times \text{Annual Salary}$ ) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team either wins the Pacific Coach Conference / Big Sky Conference tournament or obtains an NCAA Women's Softball Tournament berth, and if Coach continues to be employed as University's head Women's Softball coach as of the ensuing June 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ( $2/52 \times \text{Annual Salary}$ ) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$8,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team's four-year APR national ranking based on attainment of the following levels:

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
50%-59%	\$ 2,000.00
60%-69%	\$ 4,000.00
70%-79%	\$ 6,000.00

80% or above

\$ 8,000.00

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year the Team advances in the NCAA Women's Softball Tournament, and if Coach continues to be employed as University's head Women's Softball coach as of the ensuing June 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	64 Teams	Advancement to Regional Championship	\$5,000.00
Round 2	32 Teams	Advancement to Super Regional	\$6,000.00
Round 3	16 Teams	Advancement to WCWS	\$9,000.00
Round 4	8 Teams	Advancement to Bracket Championship	\$12,000.00
Round 5	4 Teams	Advancement to WCWS Championship	\$15,000.00
Round 6	2 Teams	Championship Title	\$18,000.00

Possible national championship winner computation bonus total: \$65,000.00

3.2.5 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Softball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's softball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer softball camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of her employment as head Softball coach at the University, or direct those net revenues as an enhancement to the Softball program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the

University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head Women's Softball coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's

Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for

whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

**5.2 Termination of Coach for Convenience of University.**

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including

without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach, for her own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before July 01, 2012, the sum of \$20,000.00; (b) if the Agreement is terminated between July 02, 2012 and July 01, 2013 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to



determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from

compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore,

governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics

Jeffrey K. Tingey  
921 S. 8<sup>th</sup> Ave. Stop 8173  
Pocatello, ID 83209-8173

with a copy to: President

Arthur Vailas  
921 S. 8<sup>th</sup> Ave. Stop  
Pocatello, ID 83209-

the Coach:

Julia Wright  
Last known address on file with  
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY

COACH

\_\_\_\_\_  
Arthur C. Vailas, President                      Date

\_\_\_\_\_  
Julia Wright    Date

Approved by the Board of Trustees on the \_\_\_\_ day of \_\_\_\_\_, 2011.

## (MODEL ATHLETICS CONTRACT)

## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_  
~~(Idaho State University (College))~~ University and \_\_\_\_\_ Julia Wright (Coach).

## ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)'s~~ University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.6 shall cease.

## ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of \_\_\_\_\_ ~~(three (3))~~ years, commencing on June 05, 2011 and terminating, without further notice to Coach, on June 05, 2014 unless sooner terminated in accordance with other provisions of this Agreement.

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

2.2.

## ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

- a) An annual salary of \$~~\_\_\_\_\_~~\$47,008.00 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)'s~~University's Board of ~~(Regents or Trustees)~~\_\_\_\_\_;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the ~~University (College)'s~~University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion ~~and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport) Women's Softball~~ coach as of the ensuing ~~July~~June 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation) of two week's pay (2/52 x Annual Salary) of~~ Coach's Annual Salary during the fiscal year in which the championship ~~and (bowl or other post-season) eligibility are~~is achieved. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team ~~is ranked in either wins the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams)~~ ~~Pacific Coach Conference / Big Sky Conference tournament~~ or obtains an NCAA Women's Softball ~~Tournament berth~~, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport) Women's Softball~~ coach as of the ensuing ~~July~~June 1st, the University ~~(College)~~

shall pay to Coach supplemental compensation in an amount equal to ~~—(amount or computation) of Coach's two week's pay (2/52 x Annual Salary in effect on) of Coach's Annual Salary during the fiscal year in which the date of the final post-season participation are achieved.~~ The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~—(amount or computation)—~~ \$8,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s University's Board of ~~—(Regents or Trustees)—~~. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere— and the Team's four-year APR national ranking based on attainment of the following levels:

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
<u>50%-59%</u>	<u>\$ 2,000.00</u>
<u>60%-69%</u>	<u>\$ 4,000.00</u>
<u>70%-79%</u>	<u>\$ 6,000.00</u>
<u>80% or above</u>	<u>\$ 8,000.00</u>

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of ~~—(Regents or Trustees)—~~ as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year the Team advances in the NCAA Women's Softball Tournament, and if Coach continues to be employed as University's head Women's Softball coach as of the ensuing June 1st, the University shall be eligible to receive pay Coach supplemental compensation in an amount unequal to ~~—(amount or computation)—~~ based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider the terms below. The determination of whether University shall determine the appropriate manner in which it shall pay Coach will receive any such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University (College)'s Board of ~~—(Regents or Trustees)—~~.

3.2.5 ~~The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest~~

on the date of the Team's last regular season or post season competition, whichever occurs later. This sum shall be paid ~~(terms or conditions of payment)~~. Agreements requiring the Coach to participate in Programs related to his duties as an employee of ~~University (College)~~ are the property of the ~~University (College)~~. The ~~University (College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the ~~University (College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the ~~University (College)~~'s designated media outlets.

Round 1	64 Teams	Advancement to Regional Championship	\$5,000.00
Round 2	32 Teams	Advancement to Super Regional	\$6,000.00
Round 3	16 Teams	Advancement to WCWS	\$9,000.00
Round 4	8 Teams	Advancement to Bracket Championship	\$12,000.00
Round 5	4 Teams	Advancement to WCWS Championship	\$15,000.00
Round 6	2 Teams	Championship Title	\$18,000.00

Possible national championship winner computation bonus total: \$65,000.00

~~3.2.65 (SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))~~  
Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)—Softball~~ camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~University's camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s~~University's softball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~University (College)'s~~University's summer ~~football~~softball camps, ~~the University (College) shall pay Coach (amount) any net revenues resulting from the camp~~ per year as supplemental compensation during each year of ~~his/her~~ employment as head ~~(Sport)—Softball~~ coach at the University ~~(College)~~, or direct those net revenues as an enhancement to the Softball program budget at the University. This amount shall be paid ~~(terms of payment)~~ within 30 days after all camp bills have been paid.

~~(SUMMER CAMP OPERATED BY COACH)~~ Coach may operate a summer youth ~~(Sport)~~ camp at the University (College) under the following conditions:

- a) ~~The summer youth camp operation reflects positively on the University (College) and the Department;~~



- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and \_\_\_\_\_ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the \_\_\_\_\_.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- ~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~
- ~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- ~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with~~

~~Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.76 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~—(Company Name)—Nike~~ to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)'s~~ University's reasonable request, Coach will consult with appropriate parties concerning ~~an —(Company Name)—a Nike~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)—Nike~~, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—Nike~~, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~(Sport)—Women's Softball~~ coach. In order to avoid entering into an agreement with a competitor of ~~—(Company Name)—Nike~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~—(Company Name), Nike~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the ~~University (College)s~~University's governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University (College)s~~University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) ~~University (College)s~~University's Handbook; (c) ~~University (College)s~~University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport) Big Sky~~ conference of which the University ~~(College)~~ is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University (College)s~~University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)s~~University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits to the ~~University (College)s~~University's President whenever reasonably requested, but in no event less than

annually before the close of business on June 30th of each year or the last regular University ~~(College)~~-work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~, the University ~~(College)~~'s University's governing board, the conference, or the NCAA ~~(or NAIA)~~.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University ~~(College)~~'s University's Board of ~~(Trustees or Regents)~~.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.76 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University

~~(College)'s~~University's governing board, the conference or the NCAA ~~(NAIA),,~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or ~~NAIA~~ member institution;

- d) Ten (10) working days' absence of Coach from duty without the ~~University (College)'s~~University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College),,~~ the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA),,~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College),,~~ the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA),,~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College),,~~ the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA),,~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the ~~University (College)'s~~University's obligation to provide compensation and benefits to Coach, whether

direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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

## 5.2 Termination of Coach for Convenience of University ~~(College)~~.

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

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University ~~(College)~~.



which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

### 5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach, for his/her own convenience, may terminate this Agreement during its term by giving prior written notice to the University ~~(College)~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College)~~.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his/her convenience heshe shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before July 01, 2012, the sum of ~~\$3020,000.00~~; (b) if the Agreement is terminated between July 02, 2012 and inclusive, the sum of \$20,000.00; (c) ~~if the Agreement is terminated between~~ and July 01, 2013 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, ~~heshe~~ shall forfeit to the extent permitted by law ~~his/her~~ right to receive all supplemental compensation and other payments.

#### 5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the ~~University (College)'s~~University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the ~~University (College)'s~~University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University ~~(College)~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the ~~University (College)'s~~University's student-athletes or otherwise obstruct the ~~University (College)'s~~University's ability to transact business or operate its intercollegiate athletics program.

5.76 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.87 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.



## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~University's Board of ~~(Regents or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the ~~University (College)'s~~University's Board of ~~(Regents or Trustees)~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~(Regents or Trustees)~~ and ~~University (College)'s~~University's rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the ~~program~~Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University (College)'s~~University's direction or for the ~~University (College)'s~~University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College)~~. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University ~~(College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes ~~therefor~~therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes

beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University (College)'s University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University (College): \_\_\_\_\_ Director of Athletics

\_\_\_\_\_  
\_\_\_\_\_

Jeffrey K. Tingey  
921 S. 8<sup>th</sup> Ave. Stop 8173  
Pocatello, ID 83209-8173

with a copy to: \_\_\_\_\_ President

\_\_\_\_\_  
\_\_\_\_\_Arthur Vailas  
\_\_\_\_\_921 S. 8<sup>th</sup> Ave. Stop  
\_\_\_\_\_Pocatello, ID 83209-

the Coach:

\_\_\_\_\_Julia Wright  
Last known address on file with  
University (College)'s University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University ~~(College)'s~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University ~~(College)'s~~University's Board of ~~-(Regents or Trustees)-~~.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY ~~(COLLEGE)~~  
COACH

\_\_\_\_\_  
Date Arthur C. Vailas, President Date \_\_\_\_\_ Julia Wright

Approved by the Board of ~~-(Regents or Trustees)-~~ on the \_\_\_\_ day of \_\_\_\_\_, ~~2010.~~  
2011.

**THIS PAGE INTENTIONALLY LEFT BLANK**

<b>JULIE WRIGHT, HEAD SOFTBALL COACH - MULTI-YEAR CONTRACT CHANGES</b>			
	<b>MODEL CONTRACT SECTION</b>	<b>ISU CONTRACT SECTION</b>	<b>JUSTIFICATION FOR MODIFICATION</b>
1	3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	2 weeks pay bonus for Team being conference champion or co-champion not made contingent on bowl game or post-season tournament/playoff eligibility as post season play is not necessarily available for this Team even if they win the conference.
2	3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	2 weeks pay bonus for attaining top 25 ranking replaced with same bonus for Team winning the Pacific Coach Conference / Big Sky Conference tournament or obtaining an NCAA Women's Softball Tournament berth as this is more applicable to the situation.
3	3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	This bonus of up to \$8,000 is based on the Team's 4-year APR ranking as the criteria for academic achievement as this has been a key focus and issue for the University.
4	3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	Changed bonus opportunity based on program development, ticket sales and fundraising to a bonus opportunity of up to \$65,000 based on advancement in the NCAA Women's Softball Tournament as this would bring prestige and funds into the Program.
5	3.2.5 Supplemental Compensation	None	Deleted bonus opportunity for media participation as this is not applicable to this sport in this area.
6	3.2.6 Summer Camp Operated by University	3.2.5 Summer Camp Operated by University	University has decided to provide a University-operated summer camp only. Coach has the option not to take supplemental compensation for assisting with this camp and to instead have the funds used to enhance the budget of the Softball Program.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval of a revised Employment Addendum with BSU Head Football Coach Chris Petersen

**REFERENCE**

April 2010	Board approved 5 year employment agreement
February 2011	Board approved two merit-based pay adjustments

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

In April, 2010, the Board approved a new 5 year employment contract for Mr. Petersen. In February, 2011, the Board approved BSU's request to make a one-time payment to Mr. Petersen in the amount of \$50,000 based upon performance, and an increase to his base salary in the amount of \$35,000. The University was also directed to return to the Board with an amended contract in conformance with those changes.

The new addendum makes the following changes:

1. Increases the base salary by \$35,000.
2. Extension Year (as earned by having a season with at least 8 wins) salary increase changed from \$50,000 to \$100,000.
3. Deletes the one-time payment for the coach of the year award.
4. Increases the conference championship and the BCS appearance additional pay amounts by \$25,000.
5. Simplifies the longevity payments without making a substance change to the payments.
6. Makes technical corrections to the paragraph 13 Supplemental Retirement payments as required by IRS Code and the Board's related Plan documents without making a substance change to the amount of the payments.

No other substantive changes are made. The addendum is for a new 5 year period but that term is already contractually required under the terms of the existing contract.

**IMPACT**

As with all payments under this employment agreement, no state funds are used and these amounts are paid only from athletic department revenues, media, public appearance fees, donations and other non-state funds.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

---

**ATTACHMENTS**

Attachment 1 – Proposed Contract Addendum #2  
Attachment 2 – Redline of the changes from Addendum #1

Page 3  
Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

Mr. Petersen's annual compensation schedule, not including supplemental pay for performance, is currently as follows:

<b>Contract Year Ending</b>	<b>Regular Compensation</b>	<b>Deferred Compensation</b>	<b>Total Guaranteed Compensation</b>	<b>Longevity Incentive</b>	<b>TOTAL</b>
1/31/2012	\$1,175,000	\$250,000	\$1,425,000	\$200,000	\$1,625,000
1/31/2013	\$1,275,000	\$250,000	\$1,525,000	\$100,000	\$1,625,000
1/31/2014	\$1,375,000	\$250,000	\$1,625,000	\$100,000	\$1,725,000
1/31/2015	\$1,475,000	\$250,000	\$1,725,000	\$100,000	\$1,825,000
1/31/2016	\$1,575,000	\$250,000	\$1,825,000	\$100,000	\$1,925,000

The changes set forth in the Addendum incorporate the base salary increase approved by the Board in February 2011. In addition, the Addendum makes several supplemental compensation changes (as enumerated in #2 - #4 in Background/Discussion, above).

Based on these proposed changes, maximum potential annual compensation to Mr. Petersen under this contract through January 31, 2012 could be \$1,795,000.

BSU should be prepared to discuss the following: (1) the Base Plan referenced in paragraph 13; (2) the fact that the referenced Base Plan is not the "Boise State University Section 403(b) Base Plan" approved by the Board in November 2009; and (3) what future plans the university may have with regard to the Base Plan.

Board staff received a revised Addendum just prior to the Board Agenda going to print which made several changes to paragraph 13. Thus, there is no staff recommendation pending review by Board tax counsel. A revised cover page will be sent prior to the Board meeting with any updated comments as a result of conversations with tax counsel.

**BOARD ACTION**

I move to approve the request by Boise State University to amend the Employment Agreement with Head Football Coach Chris Petersen as submitted with Addendum #2.

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



## **ADDENDUM NO. 2 TO EMPLOYMENT AGREEMENT (2010 – 2015)**

1. This is a Second Addendum to the Employment Agreement 2010-2015 between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of February, 2010 (Agreement). This Second Addendum supersedes and replaces Addendum No. 1 to the Agreement for periods on and after February 1, 2011, and any reference in the Agreement to the "Addendum" shall refer to this Second Addendum.
2. The COACH is hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
  - a. "Position" will mean the position described in paragraph 2, above.
  - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
  - c. "Program" shall mean the Football program.
  - d. "Applicable conference" as of the date of this Addendum means the Mountain West Conference.
  - e. "NCAA" means the National Collegiate Athletic Association.
    1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
  - f. "Athletic Director" means the BSU Director of Athletics or his designee.
  - g. "Coaching" means to direct and supervise the athletes participating in the program.
  - h. "BAA" means the Bronco Athletic Association.
  - i. "Post-season" means participation in a Bowl game.
  - j. "BCS" mean the Bowl Championship Series organization.
4. As of the date of this Second Addendum, the term of the Agreement (as set forth in Section 2.1 of the Agreement) has been extended through the 31st day of January, 2016 in accordance with the terms of Section 2.3 of the Agreement); provided, however,

that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA functions during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

The University shall have the right to use the COACH's name, likeness and image to promote the Team, the Athletics Department and the University and the right to license COACH's name, likeness and image in a manner that is in good taste and will not negatively reflect upon the COACH.

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Regular Compensation: COACH will be compensated for services (from media/public appearance/donations/non-state funds) under the Agreement with a base salary as referred to in section 3.1 of the Agreement as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2011 – January 31, 2012	\$1,175,000
February 1, 2012 – January 31, 2013	\$1,275,000
February 1, 2013 – January 31, 2014	\$1,375,000

February 1, 2014 – January 31, 2015	\$1,475,000
February 1, 2015 – January 31, 2016	\$1,575,000

COACH's Regular Compensation shall be increased by \$100,000 for each additional year that the term is extended after January 31, 2016 pursuant to Section 2.3 of the Agreement.

The Regular Compensation outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations or other third parties that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY (as referred to in section 3.3 of the Agreement). In such cases, the University is not legally obligated to make payments to the COACH to the extent that such amounts are actually payable by such third parties and the COACH will be responsible for all taxes including, without limitation, withholding taxes related to payments by such third parties.

a. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

8. Additional Pay based upon performance (Agreement section 3.2.1) relating to regular season and post season competition shall be based on one of the following (whichever is greater):

- (i) \$100,000 for winning the conference championship; or,
- (ii) \$35,000 for a post season bowl appearance without a conference championship; or,
- (iii) \$150,000 if the football team participates in any one of the five BCS bowl games.

Any additional pay for performance earned pursuant to this section shall be paid on February 1st following the football season in which earned.

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):

- a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any pay earned pursuant to this section shall be paid on October 1<sup>st</sup> each year.

10. COACH shall have a "public relations" account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the

furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. COACH's Repayment Obligation: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive: The University will pay to COACH a longevity incentive in the amount of \$100,000 on each February 1 that COACH remains employed in the Position and is not in material breach of the Agreement.

13. Supplemental Retirement Contributions: In addition to other retirement plans sponsored by the University that are available to COACH, the University shall make an employer contribution to a retirement plan ("Base Plan") on behalf of COACH equal to \$250,000 (or, if less, 100% of COACH's compensation as limited by section 401(a)(17) of the Internal Revenue Code, as amended (Code)) for each plan year that COACH remains employed in the Position as of the last day of the plan year ("Supplemental Contribution"); provided, however, that if COACH terminates employment prior to the end of the plan year, the Supplemental Contribution will be pro-rated accordingly for that year. COACH shall be 100% vested in his Supplemental Contributions at all times. Any portion of the Supplemental Contribution that cannot be made to the Base Plan due to the limits under Code section 415(c) will be allocated to an account on behalf of COACH under a qualified governmental excess benefit plan ("Excess Plan") subject to and in accordance with the terms and conditions of the Base Plan and the Excess Plan. The University will make the Supplemental Contribution to the Base Plan and the Excess Plan, as applicable, as soon as administratively feasible after the earlier of the (i) end of each plan year or (ii) if COACH terminates employment prior to the end of the plan year, the last day of employment. The Supplemental Contribution shall be allocated to COACH's accounts under the Base Plan and Excess Plan, as applicable, as of the last day of the plan year or, if earlier, as of the last day of employment that year.

The Base Plan and the Excess Plan shall be governed by separate written plan documents that shall reflect the contribution amounts and other terms specifically set forth in this paragraph 13, but whose other terms and conditions shall control in all respects and shall be subject to amendment at the sole discretion of the Idaho State Board of Education or Boise State University.

### **COACH**

\_\_\_\_\_  
Chris Petersen  
Head Football Coach

\_\_\_\_\_  
Date

### **BOISE STATE UNIVERSITY**

By:\_\_\_\_\_  
Robert W. Kustra  
President

\_\_\_\_\_  
Date

Approved by the State Board of Education on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**ADDENDUM NO. 12 TO EMPLOYMENT AGREEMENT – (2010 to 2015)**

1. This is ~~ana Second~~ Addendum to the Employment Agreement (~~Agreement~~) ~~2010-2015~~ between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of February, 2010, ~~subject to the approval of the State Board of Education (Agreement). This Second Addendum supersedes and replaces Addendum No. 1 to the Agreement for periods on and after February 1, 2011, and any reference in the Agreement to the "Addendum" shall refer to this Second Addendum.~~

2. The COACH is hired for the position of Head Football Coach.

3. Accordingly, the following terms as used in the Agreement will be defined as indicated:

- a. "Position" will mean the position described in paragraph 2, above.
- b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
- c. "Program" shall mean the Football program.
- d. "Applicable conference" as of the date of this Addendum means the ~~Western Athletic~~ Mountain West Conference.
- e. "NCAA" means the National Collegiate Athletic Association.

- 1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.

- f. "Athletic Director" means the BSU Director of Athletics or his designee.
- g. "Coaching" means to direct and supervise the athletes participating in the program.
- h. "BAA" means the Bronco Athletic Association.
- i. "Post-season" means participation in a Bowl game.
- j. "BCS" mean the Bowl Championship Series organization.

4. As of the date of this Second Addendum, the term of ~~this the~~ Agreement (as set forth in Section 2.1 of the Agreement) ~~shall commence February 1<sup>st</sup>, 2010 and shall continue until the Agreement terminates on~~ has been extended through the 31st day of January, ~~2015;~~ 2016 in accordance with the terms of Section 2.3 of the Agreement);

provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA ~~noon lunches~~ functions during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

The University shall have the right to use the COACH's name, likeness and image to promote the Team, the Athletics Department and the University and the right to license COACH's name, likeness and image in a manner that is in good taste and will not negatively reflect upon the COACH.

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Regular Compensation: COACH will be compensated for services (from media/public appearance/donations/non-state funds) under the Agreement with a base salary as referred to in section 3.1 of the Agreement -as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
<del>February 1, 2010 – January 31, 2011</del>	<del>\$1,044,053</del>
February 1, 2011 – January 31, 2012	\$1, <del>140</del> <u>175</u> ,000
February 1, 2012 – January 31, 2013	\$1, <del>240</del> <u>275</u> ,000
February 1, 2013 – January 31, 2014	\$1, <del>340</del> <u>375</u> ,000



February 1, 2014 – January 31, 2015	\$1,440,475,000
<u>February 1, 2015 – January 31, 2016</u>	<u>\$1,575,000</u>

~~Pursuant to Section 2.3 of the Agreement, COACH's Regular Compensation shall be increased by \$100,000 for each additional year added to that the term of this Agreement, Coach shall receive a \$50,000 increase in Regular Compensation beginning February 1 of each additional year so added is extended after January 31, 2016 pursuant to Section 2.3 of the Agreement.~~

The Regular Compensation outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations or other third parties that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY (as referred to in section 3.3 of the Agreement). In such cases, the University is not legally obligated to make payments to the COACH to the extent that such amounts are actually payable by such third parties and the COACH will be responsible for all taxes including, without limitation, withholding taxes related to payments by such third parties.

a. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

~~b. Coach of the Year. For receiving a second "Bear Bryant Coach of the Year" award, the University shall make a one-time payment of \$10,500 to COACH upon execution of this Agreement.~~

8. Additional Pay based upon performance (Agreement section 3.2.1) relating to regular season and post season competition shall be based on one of the following (whichever is greater):

- (i) ~~\$75~~100,000 for winning the conference championship; or,
- (ii) \$35,000 for a post season bowl appearance without a conference championship; or,
- (iii) ~~\$125~~150,000 if the football team participates in any one of the five BCS bowl games.

Any additional pay for performance earned pursuant to this section shall be paid on February 1st following the football season in which earned.

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):

- a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any pay earned pursuant to this section shall be paid on October 1<sup>st</sup> each year.

10. COACH shall have a "public relations" account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. ~~Liquidated damages~~COACH's Repayment Obligation: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive: The University will pay to COACH ~~longevity incentives if the following conditions are met:~~a longevity incentive in the amount of \$100,000 on each February 1 that COACH remains employed in the Position and is not in material breach of the Agreement.

- ~~a. If COACH stays employed in the position until February 1, 2011 without being in material breach the University will pay the sum of \$200,000 to the COACH.~~
- ~~b. If COACH stays employed in the position until February 1, 2012 without being in material breach the University will pay the sum of \$100,000 to the COACH.~~
- ~~c. If COACH stays employed in the position until February 1, 2013 without being in material breach the University will pay the sum of \$100,000 to the COACH.~~
- ~~d. If COACH stays employed in the position until February 1, 2014 without being in material breach the University will pay the sum of \$100,000 to the COACH.~~
- ~~e. If COACH stays employed in the position until February 1, 2015 without being in material breach the University will pay the sum of \$100,000 to the COACH.~~

13. Supplemental Retirement Contributions: In addition to other retirement plans sponsored by the University that are available to COACH, the University shall make an employer contribution to a retirement plan ("Base Plan") on behalf of COACH equal to \$250,000 (or, if less, 100% of COACH's compensation as limited by section 401(a)(17) of the Internal Revenue Code, as amended (Code)) for each plan year that COACH remains employed in the Position as of the last day of the plan year ("Supplemental Contribution"); provided, however, that if COACH terminates employment prior to the end of the plan year, the Supplemental Contribution will be pro-rated accordingly for that year. COACH shall be 100% vested in his Supplemental Contributions at all times. Any portion of the Supplemental Contribution that cannot be made to the Base Plan due to the limits under Code section 415(c) will be allocated to an account on behalf of COACH under a qualified governmental excess benefit plan ("Excess Plan") subject to and in accordance with the terms and conditions of the Base Plan and the Excess Plan. The University will make the Supplemental Contribution to the Base Plan and the Excess Plan, as applicable, as soon as administratively feasible after the earlier of the (i) end of each plan year or (ii) if COACH terminates employment prior to the end of the plan year, the last day of employment. The Supplemental Contribution shall be allocated to COACH's accounts under the Base Plan and Excess Plan, as applicable.

as of the last day of the plan year or, if earlier, as of the last day of employment that year.

The Base Plan and the Excess Plan shall be governed by separate written plan documents that shall reflect the contribution amounts and other terms specifically set forth in this paragraph 13, but whose other terms and conditions shall control in all respects and shall be subject to amendment at the sole discretion of the Idaho State Board of Education or Boise State University.

~~Certain Contributions to a Section 403(b) Plan and Excess Benefit~~

~~Plan: In addition to other retirement plans~~

~~sponsored by the University that are available to COACH, the University shall make nonforfeitable contributions to COACH's account under The Boise State University Section 403(b) Base Plan ("Base Plan") for the each calendar year of COACH's employment as provided in this section 13,, The University contributions to COACH's account under the Base Plan shall (except as limited by section 415(c) of the Internal Revenue Code, as amended ("Code")) be equal to the following percentages (but in no case to exceed \$250,000) of his Base Plan allowable compensation (as compensation is defined in the Base Plan and as it is limited by section 401(a) (17) of the Code) for such years, provided that COACH is continuously employed by the University up to and including each of the dates listed for each year and is not in material breach of this Agreement:~~

~~2010 - 50% on 7/15/2010 and 50% on 12/31/2010\*~~

~~2011 - 50% on 7/15/2011 and 50% on 12/31/2011\*~~

~~2012 - 50% on 7/15/2012 and 50% on 12/31/2012\*~~

~~2013 - 50% on 7/15/2013 and 50% on 12/31/2013\*~~

~~2014 - 50% on 7/15/2014 and 50% on 12/31/2014\*~~

~~(\*Note: Provided, however, Coach that, subject to and in accordance with the terms of the Plan, if the Agreement is terminated due to any reason, with or without cause, during the course of the year, then the University will only make the prorated contribution attributed to the length of service performed so far for the calendar year in which the Agreement is so terminated.)~~

~~If in any year, the contribution percentage listed above would cause the Base Plan contribution to exceed the maximum limits for contributions to the Base Plan as set forth under section 415(c) of the Code, then such excess amounts shall be handled in a manner set forth under The Boise State University Qualified Governmental Excess Benefit Plan ("Excess Plan Notwithstanding anything to the contrary, the Base Plan and the Excess Plan shall be incorporated into the Agreement by reference and their terms shall override any inconsistent terms of the Agreement. Contributions to the Base Plan and the Excess Plan will be made as soon as administratively feasible after the University determines the COACH has satisfied the eligibility requirements for the contributions.~~

**COACH**

**BOISE STATE UNIVERSITY**

\_\_\_\_\_  
Chris Petersen  
Head Football Coach

By: \_\_\_\_\_  
Robert W. Kustra  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved by the State Board of Education on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>FY 2012 SOURCES AND USES OF FUNDS REPORT</b>	Information item
<b>2</b>	<b>AMENDMENTS TO BOARD POLICY</b> Sections V.B., D., & V. – First Reading	Motion to approve
<b>3</b>	<b>AMENDMENT TO BOARD POLICY</b> Section V.E. - Gifts and Affiliated Foundations – Second Reading	Motion to approve
<b>4</b>	<b>BOISE STATE UNIVERSITY</b> KBSU Renovation Project - Design	Motion to approve
<b>5</b>	<b>BOISE STATE UNIVERSITY</b> Lincoln Avenue Recreation Field Project - Design	Motion to approve
<b>6</b>	<b>BOISE STATE UNIVERSITY</b> Enterprise System Roadmap Agreement	Motion to approve
<b>7</b>	<b>BOISE STATE UNIVERSITY</b> Yanke Research Park Lease Extension	Motion to approve
<b>8</b>	<b>BOISE STATE UNIVERSITY</b> Bronco Stadium Expansion - Update	Information item
<b>9</b>	<b>UNIVERSITY of IDAHO</b> Nicolls Building Renovation Project – Planning & Design	Motion to approve

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**SUBJECT**

FY 2012 College and University "Summary of Sources and Uses of Funds"

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

The College and Universities receive funding from a variety of sources. A summary of the revenues sources is as follows:

Revenue types include:

Approp: General Funds – State appropriation of state funds

Approp: Federal Stimulus – American Recovery and Reinvestment Act of 2009

Approp: Endowment Funds – ISU, UI and LCSC are the beneficiaries of income from state endowment lands

Approp: Student Fees – Tuition and Fees approved by the Board; Legislature provides spending authority

Institutional Student Fees – Fees approved by the institution presidents

Federal Grants & Contracts – Grants and contracts awarded by the Federal government

State Grants & Contracts – Grants and contracts awarded by the State

Private Gifts, Grants & Contracts – Other non-governmental gifts, grants and contracts

Sales & Services of Educational Activities – Includes: (i) revenues that are related incidentally to the conduct of instruction, research, and public service and (ii) revenues of activities that exist to provide instructional and laboratory experience for students and that incidentally create goods and services that may be sold to students, faculty, staff, and the general public. Examples would include sales of scientific and literary publications, testing services, etc.

Sales & Services of Auxiliary Enterprises – An institutional entity that exists predominantly to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services. Examples include residence halls, food services, student unions, bookstores, copy centers, health centers, etc.

Indirect Costs/Other – Also known as Facilities and Administrative (F&A) Cost recovery, on many grants an institution may charge a grantor for indirect costs. The expense to the grant is not a specifically identifiable cash outlay but a "recovery" of general overhead costs.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

The institutions' expenditures fall into the following standard functional categories:

Expenditure Categories:

Instruction – expenses for all activities that are part of an institution's instruction program (credit and noncredit courses; academic, vocational, and technical instruction; remedial and tutorial instruction; etc.)

Research – all expenses for individual and/or project research as well as that of institutes and research centers

Public Service -- expenses for activities established primarily to provide non-instructional services beneficial to individuals and groups external to the institution (e.g. conferences, institutes, radio and television, consulting, museums, etc.)

Library – expenses for retention, preservation, and display of educational materials and organized activities that directly support the operation of a catalogued or otherwise classified collection

Student Services – expenses incurred for offices of admissions, registrar and financial aid, student activities, cultural events, student newspapers, intramural athletics, student organizations, etc.

Physical Plant – all expenses for the administration, supervision, operation, maintenance, preservation, and protection of the institution's physical plant.

Institutional Support – expenses for central, executive-level activities concerned with management and long-range planning for the entire institution, such as planning and programming operations and legal services; fiscal operations; activities concerned with community and alumni relations, including development and fund raising; etc.

Academic Support – expenses incurred to provide support services for the institution's primary missions: instruction, research, and public service (includes academic administration, galleries, A-V services, etc.)

Athletics – expenses for intercollegiate sports programs are a separately budgeted auxiliary enterprise

Auxiliary Enterprises – an enterprise which exists to furnish goods or services to students, faculty, staff, other institutional departments, or incidentally to the general public, and charges a fee directly related to, although not necessarily equal to, the cost of the goods or services. The distinguishing characteristic of an auxiliary enterprise is that it is managed to operate as a self-supporting activity. Examples include residence halls, food services, student unions, bookstores, copy centers, health centers, etc.

Scholarships/Fellowships – includes expenses for scholarships and fellowships (from restricted or unrestricted funds) in the form of grants to students.

Other – institution specific unique budgeted expenditures (e.g. \$10M for UI's Center for Livestock and Environmental Studies)



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**IMPACT**

The attached worksheets provide a high level overview of the institutions' sources of funding and expenditures based on the standard categories listed above. It's important to understand that these figures represent the institutions' operating budgets excluding any mid-year adjustments (i.e. holdbacks). The trend analysis shows how the allocation of budgeted revenues and expenditures has changed since fiscal year 2005.

**STAFF COMMENTS AND RECOMMENDATIONS**

Institution staff will be available to answer questions from the Board.

**ATTACHMENTS**

Attachment 1 – Summary Report	Page 5
Attachment 2 – Boise State University	Page 6
Attachment 3 – Idaho State University	Page 7
Attachment 4 – University of Idaho	Page 8
Attachment 5 – Lewis-Clark State College	Page 9

**BOARD ACTION**

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

**College and Universities  
Sources and Uses of Funds**

a									
	b 2005	c 2006	d 2007	e 2008	f 2009	g 2010	h 2011	i 2012	i vs b
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
<b>Revenues by Source:</b>									
1 Approp: General Funds	\$272,448,581	\$279,918,715	\$297,198,296	\$314,488,045	\$334,513,827	\$299,109,226	\$259,619,803	\$251,916,503	-8%
2 Approp: Federal Stimulus	\$0	\$0	\$0	\$0	\$0	\$15,140,600	\$4,305,900	\$0	0%
3 Approp: Endowment Funds	10,020,500	9,519,600	7,624,800	7,851,500	8,595,000	9,616,400	9,616,600	9,616,600	-4%
4 Approp: Student Fees	108,825,988	119,816,276	125,321,912	127,138,432	133,817,937	147,923,452	177,342,376	202,215,526	86%
5 Institutional Student Fees	52,006,853	49,669,497	60,248,455	53,727,411	68,778,167	70,354,988	66,974,551	71,649,406	38%
6 Federal Grants & Contracts	241,998,750	250,422,559	250,065,986	265,635,778	306,549,636	345,950,919	389,010,370	415,693,822	72%
7 State Grants & Contracts	33,309,177	26,981,445	28,005,013	29,078,797	22,579,764	19,547,568	19,791,273	21,583,007	-35%
8 Private Gifts, Grants & Contr	36,458,587	42,239,617	44,075,928	45,297,552	52,934,827	61,212,799	52,374,136	53,920,532	48%
9 Sales & Serv of Educ Act	40,369,744	41,522,693	40,712,881	53,122,434	37,016,556	36,919,925	36,783,785	30,744,992	-24%
10 Sales & Serv of Aux Ent	89,412,979	95,998,325	95,474,122	101,256,483	115,841,076	107,248,607	110,074,583	113,931,176	27%
11 Indirect Costs/Other	24,793,662	23,309,708	35,808,857	34,717,484	47,859,256	46,547,742	44,731,825	49,421,522	99%
12 <b>Total Revenues</b>	<b>\$909,644,821</b>	<b>\$939,398,435</b>	<b>\$984,536,249</b>	<b>\$1,032,313,916</b>	<b>\$1,128,486,046</b>	<b>\$1,159,572,226</b>	<b>\$1,170,625,202</b>	<b>\$1,220,693,086</b>	<b>34%</b>
13									
<b>14 Expenditures by Function</b>									
15 Instruction	\$260,771,739	\$267,682,477	\$288,176,766	\$296,335,596	\$308,044,914	\$291,533,121	\$294,191,076	\$301,572,754	16%
16 Research	116,516,484	121,739,799	120,728,803	129,378,452	127,785,344	125,105,050	128,674,626	127,060,429	9%
17 Public Service	34,587,177	37,755,661	40,543,600	47,171,968	47,864,534	49,677,930	49,068,029	47,316,195	37%
22 Academic Support	45,847,818	38,157,397	40,261,389	45,414,776	52,002,954	51,936,010	45,280,025	49,906,432	9%
18 Library	19,466,184	19,980,273	20,796,504	21,461,373	22,100,450	21,383,390	20,814,300	20,878,394	7%
19 Student Services	25,932,656	28,771,195	29,729,232	33,084,853	31,557,967	32,820,763	33,483,114	35,749,087	38%
21 Institutional Support	61,335,256	69,251,289	79,088,941	82,407,226	89,758,914	93,931,121	90,467,652	88,930,254	45%
20 Physical Plant	46,553,292	50,009,811	67,014,261	65,171,683	64,607,677	66,661,815	62,713,180	63,567,095	37%
25 Scholarships/Fellowships	173,107,479	179,488,176	175,476,100	182,353,547	232,823,600	266,065,077	294,625,270	330,513,313	91%
24 Auxiliary Enterprises	94,621,946	93,127,882	84,911,812	112,383,363	122,813,491	95,677,135	91,616,578	92,340,574	-2%
23 Athletics	29,400,421	31,573,554	37,804,304	42,079,331	49,026,816	49,707,574	57,338,387	58,102,906	98%
26 Other	0	390,486	277,400	237,100	1,020,367	14,171,537	3,045,065	2,641,078	100%
27									
28 <b>Total Bdgt by Function</b>	<b>\$908,140,452</b>	<b>\$937,928,000</b>	<b>\$984,809,112</b>	<b>\$1,057,479,268</b>	<b>\$1,149,407,028</b>	<b>\$1,158,670,523</b>	<b>\$1,171,317,303</b>	<b>\$1,218,578,511</b>	<b>34%</b>

**Boise State University  
Sources and Uses of Funds**

a		b	c	d	e	f	g	h	i	
		2005	2006	2007	2008	2009	2010	2011	2012	i vs b
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:										
1	Approp: General Funds	\$74,953,295	\$77,159,390	\$82,700,657	\$87,917,018	\$95,700,847	\$78,835,980	\$70,506,500	\$68,005,800	-9%
2	Approp: Federal Stimulus	-	-	-	-	-	4,856,400	1,381,100	-	0%
3	Approp: Endowment Funds	0	0	0	0	0	0	0	0	0%
4	Approp: Student Fees	36,546,100	41,320,900	44,221,300	46,870,800	50,322,017	55,165,000	61,818,400	70,126,300	92%
5	Institutional Student Fees	21,969,390	19,080,195	26,231,241	18,728,250	30,380,097	29,373,721	24,094,812	27,302,419	24%
6	Federal Grants & Contracts	52,019,563	55,016,949	58,133,999	59,296,679	84,068,486	89,641,739	91,434,574	114,526,277	120%
7	State Grants & Contracts	7,108,132	7,883,212	7,647,024	7,799,964	3,246,324	2,840,328	2,897,135	3,379,468	-52%
8	Private Gifts, Grants & Contr	8,199,105	5,596,314	7,378,471	10,021,346	13,309,333	22,489,477	17,621,575	17,222,042	110%
9	Sales & Serv of Educ Act	3,395,575	4,257,000	1,800,000	1,108,983	0	0	0	0	-100%
10	Sales & Serv of Aux Ent	39,704,308	40,977,493	40,194,638	42,643,084	56,966,521	49,268,011	47,671,784	54,170,604	36%
11	Indirect Costs/Other	7,052,582	5,391,625	16,049,705	14,466,121	18,679,149	18,356,568	12,801,879	20,470,917	190%
12	Total Revenues	\$250,948,050	\$256,683,078	\$284,357,034	\$288,852,245	\$352,672,774	\$350,827,224	\$330,227,759	\$375,203,827	50%
13										
14	Expenditures by Function									
15	Instruction	\$80,525,521	\$82,157,835	\$87,296,917	\$89,639,975	\$95,003,418	\$86,989,423	\$90,631,721	\$92,024,606	14%
16	Research	8,866,706	11,655,171	11,740,987	13,413,787	17,891,374	18,088,831	15,026,939	19,967,082	125%
17	Public Service	7,775,245	10,225,134	10,229,817	10,884,802	13,130,655	12,534,632	12,786,895	12,177,939	57%
22	Academic Support	19,848,699	13,584,601	14,300,067	14,708,294	18,854,391	22,050,035	15,686,466	18,826,838	-5%
18	Library	6,422,078	6,625,894	6,968,244	7,135,544	7,407,503	7,160,147	6,997,873	6,902,947	7%
19	Student Services	7,131,625	7,084,052	7,427,013	9,166,797	10,269,955	13,195,914	11,941,830	12,117,207	70%
21	Institutional Support	14,056,505	19,040,763	23,277,272	22,961,137	30,496,067	33,745,968	26,710,970	28,989,836	106%
20	Physical Plant	11,876,716	12,381,078	23,045,219	14,597,502	17,037,209	18,189,410	15,081,111	15,398,849	30%
25	Scholarships/Fellowships	42,907,184	45,635,561	49,034,486	50,787,808	68,285,664	72,646,006	71,650,735	96,328,558	125%
24	Auxiliary Enterprises	36,119,667	33,136,189	34,750,662	58,090,714	67,963,096	38,904,476	33,068,047	38,755,931	7%
23	Athletics	13,969,848	14,934,908	16,889,631	19,719,525	25,584,503	26,312,240	32,806,108	33,540,533	140%
26	Other	0	0	0	0	0	800,000	1,381,100	530,400	100%
27										
28	Total Bdgt by Function	\$249,499,794	\$256,461,186	\$284,960,315	\$311,105,885	\$371,923,835	\$350,617,082	\$333,769,795	\$375,560,726	51%

**Idaho State University  
Sources and Uses of Funds**

a		b	c	d	e	f	g	h	i	
		2005	2006	2007	2008	2009	2010	2011	2012	i vs b
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:										
1	Approp: General Funds	\$70,887,006	\$73,388,911	\$77,670,511	\$82,812,633	\$87,622,446	\$78,598,679	\$70,977,925	\$68,913,825	-3%
2	Approp: Federal Stimulus	-	-	-	-	-	4,126,300	1,173,500	-	0%
3	Approp: Endowment Funds	2,121,200	1,602,800	1,697,400	1,843,500	2,020,700	2,121,300	2,121,500	2,121,500	0%
4	Approp: Student Fees	29,382,188	32,442,976	32,294,712	32,365,532	34,013,220	37,588,552	46,318,776	53,342,096	82%
5	Institutional Student Fees	14,920,315	14,414,106	16,071,314	17,184,861	18,281,770	19,699,467	21,224,439	22,400,287	50%
6	Federal Grants & Contracts	80,065,987	81,665,610	80,075,287	85,056,199	89,146,950	103,935,280	120,640,296	121,810,845	52%
7	State Grants & Contracts	8,934,945	7,389,933	7,174,189	7,229,833	7,560,240	8,034,740	8,638,938	10,321,739	16%
8	Private Gifts, Grants & Contr	10,355,432	12,623,178	11,726,432	10,911,881	12,012,194	13,366,222	13,038,361	16,558,590	60%
9	Sales & Serv of Educ Act	1,605,669	3,324,093	3,779,481	4,462,051	4,930,056	5,146,525	5,124,285	5,427,392	238%
10	Sales & Serv of Aux Ent	17,110,969	20,061,353	21,152,209	21,976,328	22,222,614	20,371,796	20,904,227	21,275,772	24%
11	Indirect Costs/Other	5,080,880	5,709,483	7,785,852	8,405,673	9,560,307	8,728,874	10,195,746	10,584,135	108%
12	Total Revenues	\$240,464,591	\$252,622,443	\$259,427,387	\$272,248,491	\$287,370,497	\$301,717,735	\$320,357,993	\$332,756,181	38%
13										
14	Expenditures by Function									
15	Instruction	\$76,601,885	\$80,248,202	\$85,772,004	\$88,505,670	\$92,765,539	\$89,304,998	\$89,060,654	\$92,732,030	21%
16	Research	21,526,358	23,988,606	25,473,180	26,517,682	29,973,932	30,392,481	34,018,929	36,568,011	70%
17	Public Service	4,764,332	4,219,670	4,024,912	4,512,895	4,826,166	3,851,861	3,180,603	5,166,057	8%
22	Academic Support	9,806,524	9,757,741	10,216,285	11,792,910	13,319,827	12,668,776	12,764,214	13,196,267	35%
18	Library	4,671,191	4,892,400	5,111,275	5,372,714	5,390,026	4,939,251	4,924,218	4,923,422	5%
19	Student Services	7,133,083	8,158,477	7,985,965	8,144,786	8,455,009	7,804,741	7,563,755	7,592,089	6%
21	Institutional Support	14,464,158	15,539,433	17,009,000	16,998,353	18,575,992	18,432,015	22,035,515	22,336,175	54%
20	Physical Plant	12,041,190	13,648,045	14,192,706	15,045,944	15,576,677	18,031,943	16,804,498	17,545,953	46%
25	Scholarships/Fellowships	68,144,732	69,206,302	66,368,825	71,621,259	74,518,868	89,821,109	103,552,073	105,199,169	54%
24	Auxiliary Enterprises	17,023,428	17,939,811	16,061,787	18,208,958	17,470,121	16,583,859	16,971,281	17,382,243	2%
23	Athletics	4,753,597	4,239,977	7,800,380	7,935,703	8,019,039	7,949,803	8,045,694	8,182,213	72%
26	Other	0	0	0	0	0	2,534,237	1,425,765	2,110,678	100%
27										
28	Total Bdgt by Function	\$240,930,478	\$251,838,664	\$260,016,319	\$274,656,874	\$288,891,196	\$302,315,074	\$320,347,200	\$332,934,307	38%

**University of Idaho**  
**Sources and Uses of Ongoing Funds**

a		b	c	d	e	f	g	h	i	
		2005	2006	2007	2008	2009	2010	2011	2012	i vs b
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:										
1	Approp: General Funds	\$111,820,100	\$114,000,200	\$120,350,000	\$126,053,100	\$130,916,100	\$124,207,900	\$102,473,100	\$99,891,100	-11%
2	Approp: Federal Stimulus	-	-	-	-	-	5,320,600	1,513,100	-	0%
3	Approp: Endowment Funds	6,528,600	6,314,000	4,859,600	4,853,000	5,307,300	6,164,400	6,164,400	6,164,400	-6%
4	Approp: Student Fees	36,454,400	38,737,000	40,956,300	39,755,400	40,948,900	45,653,000	58,422,800	67,004,730	84%
5	Institutional Student Fees	11,248,048	12,241,396	12,938,400	12,851,500	15,100,300	16,279,600	16,514,700	16,569,000	47%
6	Federal Grants & Contracts	98,200,400	99,966,700	98,064,100	106,582,900	117,534,200	131,373,900	152,535,500	155,156,700	58%
7	State Grants & Contracts	15,199,400	9,600,000	10,445,700	11,649,000	9,373,200	5,672,500	5,255,200	4,881,800	-68%
8	Private Gifts, Grants & Contr	15,391,850	21,481,525	23,131,525	22,364,325	25,713,300	23,757,100	19,914,200	18,139,900	18%
9	Sales & Serv of Educ Act	34,072,500	32,619,500	33,733,400	46,151,400	30,586,500	30,473,400	30,459,500	24,017,600	-30%
10	Sales & Serv of Aux Ent	31,364,902	32,911,179	32,578,575	34,080,385	34,199,300	34,999,600	39,162,600	36,091,700	15%
11	Indirect Costs/Other	12,074,600	11,239,800	10,577,100	10,695,690	18,569,800	18,762,300	20,934,200	17,638,070	46%
12	Total Revenues	\$372,354,800	\$379,111,300	\$387,634,700	\$415,036,700	\$428,248,900	\$442,664,300	\$453,349,300	\$445,555,000	20%
13										
14	Expenditures by Function									
15	Instruction	\$87,665,978	\$87,769,191	\$96,354,214	\$99,357,680	\$99,274,538	\$94,752,796	\$94,092,371	\$96,773,742	10%
16	Research	85,765,685	85,945,821	83,192,118	89,093,982	79,583,577	76,425,138	79,459,661	70,333,066	-18%
17	Public Service	20,860,200	20,923,357	23,473,500	29,259,100	27,589,351	31,426,724	31,565,877	28,069,242	35%
22	Academic Support	13,673,289	12,094,574	12,868,570	15,972,232	16,833,129	14,393,349	14,363,064	15,326,781	12%
18	Library	7,303,216	7,455,866	7,750,978	7,940,553	8,267,702	8,220,580	7,840,734	8,001,488	10%
19	Student Services	9,111,614	10,806,744	11,418,175	12,519,033	9,371,106	8,647,739	10,384,949	12,332,858	35%
21	Institutional Support	29,492,620	30,792,442	34,455,803	37,728,185	35,397,800	36,563,262	36,998,463	32,786,254	11%
20	Physical Plant	19,952,438	20,458,277	26,534,082	31,917,175	28,670,636	27,406,419	27,845,934	27,737,523	39%
25	Scholarships/Fellowships	49,988,863	52,538,013	48,193,989	47,203,780	76,068,868	83,854,362	95,965,062	105,082,386	110%
24	Auxiliary Enterprises	39,056,051	39,544,882	32,002,928	33,099,076	34,460,919	37,284,100	38,768,100	33,383,000	-15%
23	Athletics	9,116,746	10,504,469	11,102,793	12,144,504	13,086,274	13,213,731	14,181,585	14,077,060	54%
26	Other	0	0	0	0	0	10,000,000	0	0	0%
27										
28	Total Bdgt by Function	\$371,986,700	\$378,833,636	\$387,347,150	\$416,235,300	\$428,603,900	\$442,188,200	\$451,465,800	\$443,903,400	19%

**Lewis-Clark State College  
Sources and Uses of Funds**

a		b	c	d	e	f	g	h	i	
		2005	2006	2007	2008	2009	2010	2011	2012	i vs b
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:										
1	Approp: General Funds	\$14,788,180	\$15,370,214	\$16,477,128	\$17,705,294	\$20,274,434	\$17,466,667	\$15,662,278	\$15,105,778	2%
2	Approp: Federal Stimulus	-	-	-	-	-	837,300	238,200	-	0%
3	Approp: Endowment Funds	1,370,700	1,602,800	1,067,800	1,155,000	1,267,000	1,330,700	1,330,700	1,330,700	-3%
4	Approp: Student Fees	6,443,300	7,315,400	7,849,600	8,146,700	8,533,800	9,516,900	10,782,400	11,742,400	82%
5	Institutional Student Fees	3,869,100	3,933,800	5,007,500	4,962,800	5,016,000	5,002,200	5,140,600	5,377,700	39%
6	Federal Grants & Contracts	11,712,800	13,773,300	13,792,600	14,700,000	15,800,000	21,000,000	24,400,000	24,200,000	107%
7	State Grants & Contracts	2,066,700	2,108,300	2,738,100	2,400,000	2,400,000	3,000,000	3,000,000	3,000,000	45%
8	Private Gifts, Grants & Contr	2,512,200	2,538,600	1,839,500	2,000,000	1,900,000	1,600,000	1,800,000	2,000,000	-20%
9	Sales & Serv of Educ Act	1,296,000	1,322,100	1,400,000	1,400,000	1,500,000	1,300,000	1,200,000	1,300,000	0%
10	Sales & Serv of Aux Ent	1,232,800	2,048,300	1,548,700	2,556,686	2,452,641	2,609,200	2,335,972	2,393,100	94%
11	Indirect Costs/Other	585,600	968,800	1,396,200	1,150,000	1,050,000	700,000	800,000	728,400	24%
12	Total Revenues	\$45,877,380	\$50,981,614	\$53,117,128	\$56,176,480	\$60,193,875	\$64,362,967	\$66,690,150	\$67,178,078	46%
13										
14	Expenditures by Function									
15	Instruction	\$15,978,355	\$17,507,249	\$18,753,631	\$18,832,271	\$21,001,419	\$20,485,904	\$20,406,330	\$20,042,376	25%
16	Research	357,735	150,201	322,518	353,001	336,461	198,600	169,097	192,270	-46%
17	Public Service	1,187,400	2,387,500	2,815,371	2,515,171	2,318,362	1,864,713	1,534,654	1,902,957	60%
22	Academic Support	2,519,306	2,720,481	2,876,467	2,941,340	2,995,607	2,823,850	2,466,281	2,556,546	1%
18	Library	1,069,699	1,006,113	966,007	1,012,562	1,035,219	1,063,412	1,051,475	1,050,537	-2%
19	Student Services	2,556,334	2,721,922	2,898,079	3,254,237	3,461,897	3,172,369	3,592,580	3,706,933	45%
21	Institutional Support	3,321,973	3,878,651	4,346,866	4,719,551	5,289,055	5,189,876	4,722,704	4,817,989	45%
20	Physical Plant	2,682,948	3,522,411	3,242,254	3,611,062	3,323,155	3,034,043	2,981,637	2,884,770	8%
25	Scholarships/Fellowships	12,066,700	12,108,300	11,878,800	12,740,700	13,950,200	19,743,600	23,457,400	23,903,200	98%
24	Auxiliary Enterprises	2,422,800	2,507,000	2,096,435	2,984,615	2,919,355	2,904,700	2,809,150	2,819,400	16%
23	Athletics	1,560,230	1,894,200	2,011,500	2,279,599	2,337,000	2,231,800	2,305,000	2,303,100	48%
26	Other	0	390,486	277,400	237,100	1,020,367	837,300	238,200	0	0%
27										
28	Total Bdgt by Function	\$45,723,480	\$50,794,514	\$52,485,328	\$55,481,209	\$59,988,097	\$63,550,167	\$65,734,508	\$66,180,078	45%

**THIS PAGE INTENTIONALLY LEFT BLANK**



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**SUBJECT**

Board Policy, Section V. Subsections B., D., and V. – First Reading

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

Board staff has conducted a thorough audit of reporting requirements in State Board of Education policy. Some reports required by Board policy are no longer regularly submitted by the institutions, or collected and used by the Board office.

**IMPACT**

Updating Board policy will clarify and streamline reporting requirements, and focus Board policy on reports that are most relevant to the Board's governance responsibilities. Eliminating unnecessary reports will also free up time and resources at the institutions.

**ATTACHMENTS**

Attachment 1 – Policy V.B. Budget Policies	Page 3
Attachment 2 – Policy V.D. Fiscal Officer, Banking & Investments	Page 11
Attachment 3 – Policy V.V. Scholarships	Page 15

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff is continually reviewing Board policy for accuracy and relevance as circumstances and needs change over time.

All reports in Section V of policy relate to financial affairs. Staff finds that some reports are unnecessary, some should be triggered at a higher dollar threshold, and some should be discretionary or reported with less frequency.

Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of the amendments to Board Policy V. B., D., and V., as presented.

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**ATTACHMENT 1**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: B. Budget Policies**

**April 2010 December 2011**

**B. Budget Policies**

**1. Budget Requests**

For purposes of Items 1. and 10., the community colleges (CSI, CWI and NIC) are included.

**a. Submission of Budget Requests**

The Board is responsible for submission of budget request for the institutions, school and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

**b. Direction by the Office of the State Board of Education**

The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

**c. Preparation and Submission of Annual Budget Requests**

Annual budget requests to be submitted to the Board by the institutions, school and agencies under Board governance are due in the Office of the State Board of Education on the date established by the Executive Director.

**d. Presentation to the Board**

Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution, school or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for their action.

**2. Budget Requests and Expenditure Authority**

- a.** Budget requests must include projected miscellaneous receipts based on the enrollment of the fiscal year just completed (e.g., the FY 2003 budget request, prepared in the summer of 2001, projected miscellaneous receipts revenue based on academic year 2001 enrollments which ended with the Spring 2001 semester).

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**ATTACHMENT 1**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: B. Budget Policies**

**April 2010 December 2011**

- b. Approval by the Executive Director, or his or her designee, as authorized, for all increases and decreases of spending authority caused by changes in miscellaneous receipts is required.
- c. Miscellaneous receipts collected by an institution will not be allocated to another institution. The lump sum appropriation will not be affected by changes in receipts.

**3. Operating Budgets (Appropriated)**

**a. Availability of Appropriated Funds**

- i. Funds appropriated by the legislature from the State General Account for the operation of the institutions, school and agencies (exclusive of funds for construction appropriated to the Permanent Building Fund) become available at the beginning of the fiscal year following the session of the legislature during which the funds are appropriated, except when appropriation legislation contains an emergency clause.
- ii. These funds are generally allotted periodically or are disbursed on submission of expenditure vouchers to the Office of the State Controller.

**b. Approval of Operating Budgets**

- i. The appropriated funds operating budgets for the institutions, school and agencies under Board supervision are based on a fiscal year, beginning July 1 and ending on June 30 of the following year.
- ii. During the spring of each year, the chief executive officer of each institution, school or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director for review and formal approval before the beginning of the fiscal year.

**c. Budget Transfers and Revisions**

**i. Chief Executive Officer Approval**

- ii. The chief executive officer of each institution, agency, school, office, or department is responsible for approving all budget transfers.

**iii. Allotment and Allotment Transfers**

- iv. Requests for allotments or changes in allotments are submitted by the institution, school or agency to the Division of Financial Management and copies provided concurrently to the Office of the State Board of Education. (Refer to allotment form in the Fiscal Reference Manual of the Division of

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

~~April 2010~~December 2011

Financial Management.) The Office of the State Board of Education will coordinate the request for allotments and changes to allotments for the college and universities.

4. Operating Budgets (Non-appropriated -- Auxiliary Enterprises)

a. Auxiliary Enterprises Defined

An auxiliary enterprise directly or indirectly provides a service to students, faculty, or staff and charges a fee related to but not necessarily equal to the cost of services. The distinguishing characteristic of most auxiliary enterprises is that they are managed essentially as self-supporting activities, whose services are provided primarily to individuals in the institutional community rather than to departments of the institution, although a portion of student fees or other support is sometimes allocated to them. Auxiliary enterprises should contribute and relate directly to the mission, goals, and objectives of the college or university. Intercollegiate athletics and student health services should be included in the category of auxiliary enterprises if the activities are essentially self-supporting.

All operating costs, including personnel, utilities, maintenance, etc., for auxiliary enterprises are to be paid out of income from fees, charges, and sales of goods or services. No state appropriated funds may be allocated to cover any portion of the operating costs. However, rental charges for uses of the facilities or services provided by auxiliary enterprises may be assessed to departments or programs supported by state-appropriated funds.

b. Operating Budgets

i. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

~~ii. All proposed expenditures from accumulated operating reserves in excess of \$50,000 must be reported to the Board at the next scheduled meeting.~~

5. Operating Budgets (Non-appropriated -- Local Service Operations)

a. Local Service Operations Defined

Local service operations provide a specific type of service to various institutional entities and are supported by charges for such services to the user. Such a service might be purchased from commercial sources, but for reasons of convenience, cost, or control, is provided more effectively through a unit of the institution. Examples are mailing services, duplicating services, office machine maintenance, motor pools, and central stores.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**ATTACHMENT 1**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: B. Budget Policies**

**April 2010 December 2011**

- b. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
- c. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

**6. Operating Budgets (Non-appropriated -- Other)**

- a. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
- b. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

**7. Agency Funds**

- a. Agency funds are assets received and held by an institution, school or agency, as custodian or fiscal agent for other individuals or organizations, but over which the institution, school or agency exercises no fiscal control.
- b. Agency funds may be expended for any legal purpose prescribed by the individual or organization depositing the funds with the institution, school or agency following established institutional disbursement procedures.

**8. Major Capital Improvement Project -- Budget Requests**

For purposes of Item 8., the community colleges (CSI, CWI and NIC) are included, except as noted in V.B.8.b. (2).

**a. Definition**

A major capital improvement is defined as the acquisition of an existing building, construction of a new building or an addition to an existing building, or a major renovation of an existing building. A major renovation provides for a substantial change to a building. The change may include a remodeled wing or floor of a building, or the remodeling of the majority of the building's net assignable square feet. An extensive upgrade of one (1) or more of the major building systems is generally considered to be a major renovation.

**b. Preparation and Submission of Major Capital Improvement Requests**

**i. Permanent Building Fund Requests**

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**ATTACHMENT 1**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: B. Budget Policies**

**April 2010 December 2011**

Requests for approval of major capital improvement projects to be funded from the Permanent Building Fund are to be submitted to the Office of the State Board of Education on a date and in a format established by the Executive Director. Only technical revisions may be made to the request for a given fiscal year after the Board has made its recommendation for that fiscal year. Technical revisions must be made prior to November 1.

**ii. Other Requests**

Requests for approval of major capital improvement projects from other fund sources are to be submitted in a format established by the Executive Director. Substantive and fiscal revisions to a requested project are resubmitted to the Board for approval. This subsection shall not apply to the community colleges.

**c. Submission of Approved Major Capital Budget Requests**

The Board is responsible for the submission of major capital budget requests for the institutions, school and agencies under this subsection to the Division of Public Works. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

**9. Approval by the Board**

Requests for approval of major capital improvement projects must be submitted for Board action. Major capital improvement projects, which are approved by the Board and for which funds from the Permanent Building Fund are requested, are placed in priority order prior to the submission of major capital budget requests to the Division of Public Works.

**10. Occupancy Costs.**

**a. Definitions.**

- i. "Auxiliary Enterprise" is an entity that exists to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services.
- ii. "Eligible Space" means all space other than auxiliary enterprise space. Occupancy costs for "common use" space (i.e. space which shares eligible and auxiliary enterprise space) will be prorated based on its use.
- iii. "Gross Square Feet" (GSF) means the sum of all areas on all floors of a building included within the outside faces of its exterior walls.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**ATTACHMENT 1**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: B. Budget Policies**

**April 2010 December 2011**

- iv. "Occupancy costs" means those costs associated with occupying eligible space including custodial, utility, maintenance and other costs as outlined in the occupancy costs formula.
- b. Notification of New Eligible Space.
  - i. No institution shall acquire, build, take possession of, expand, remodel, or convert any eligible space for which occupancy costs will be requested unless prior written notification has been received by the Governor and the Joint Finance-Appropriations Committee. Written notification shall be submitted by the Office of the State Board of Education or a community college within ten business days of final project approval by the State Board of Education or its executive director, or a community college board of trustees. Written notification shall include:
    - a. description of the eligible space, its intended use, and how it relates to the mission of the institution;
    - b. estimated cost of the building or facility, and source(s) of funds;
    - c. estimated occupancy costs; and
    - d. estimated date of completion.
  - ii. A facility approved by the Legislature and the Governor in the Permanent Building Fund budget satisfies the notice requirement for purposes of requesting occupancy costs.
- c. Sources of Funds. Institutions may request occupancy costs regardless of the source(s) of funds used to acquire or construct eligible space.
- d. Required Information. Requests for occupancy costs shall include the following information: (i) projected date of occupancy of the eligible space; (ii) gross square feet of eligible space; and (iii) number of months of the fiscal year the eligible space will be occupied (i.e. identify occupancy of eligible space for a full or partial fiscal year).
- e. Occupancy Costs Formula.
  - i. Custodial: For the first 13,000 GSF and in 13,000 GSF increments thereafter, one-half (.50) custodial FTE. In addition, 10¢ per GSF may be requested for custodial supplies.
  - ii. Utility Costs: \$1.75 per GSF.
  - iii. Building Maintenance: 1.5% of the construction costs, excluding pre-construction costs (e.g. architectural/engineering fees, site work, etc.) and moveable equipment.



Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

~~April 2010~~December 2011

- iv. Other Costs:
  - (1) 77¢ per GSF for information technology maintenance, security, general safety, and research and scientific safety;
  - (2) .0005 current replacement value (CRV) for insurance; and
  - (3) .0003 current replacement value (CRV) for landscape maintenance.
- v. The formula rates may be periodically reviewed against inflation.
- vi. Reversions.
  - (1) If eligible space which received occupancy costs is later:
    - a) razed and replaced with non-eligible space; or
    - b) converted to non-eligible space,then the institution shall revert back to the state the occupancy cost funding at the base level originally funded.
  - (2) If eligible space is razed and replaced with new eligible space, then the institution may retain the base occupancy costs, net the funded GSF against any additional GSF, and request funding for the difference.
- f. Unfunded Occupancy Costs. If occupancy costs for eligible space have been requested but not funded due to budgetary reasons, institutions may request occupancy costs again in the following year. If, however, occupancy costs are denied for non-budgetary reasons, no further requests for occupancy costs related to the space in question will be considered.

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

~~April 2010~~December 2011

---

THIS PAGE INTENTIONALLY LEFT BLANK

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**ATTACHMENT 2**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: D. Fiscal Officer, Banking, and Investments**

~~February, 2014~~**December 2011**

**1. Bursars**

Each institution and agency must have a fiscal officer, titled "bursar," designated by the Board. The fiscal officer is primarily responsible for receipt and remittance of money and other evidence of indebtedness and for making reports on fiscal matters directly to the Board. The Board may, from time to time, fix additional duties for the fiscal officers and fix the amount of any performance bond. The financial vice president of each of the institutions of higher education serves as the fiscal officer and/or bursar of that institution.

**2. Deposits**

Each institution and agency must deposit with the state treasurer all money and other evidence of indebtedness received for or on account of the state of Idaho (Section 59-1014, Idaho Code). The University of Idaho may deposit money and other evidence of indebtedness belonging to the University of Idaho in financial institutions approved by the Board of Regents. (*Melgard v. Eagleson*, 31 Idaho 411 (1918).) Deposits with the state treasurer must be made daily when the amount is \$200 or more or weekly when the amount is less than \$200 in any 24-hour period. The depositor must take in exchange a receipt from the state treasurer (Section 59-1014, Idaho Code). The University of Idaho will make deposits at the intervals provided above. By resolution, the State Board of Examiners may authorize an institution or agency to make deposits with the state treasurer less frequently, but in no event less than once a month (Section 67-2025, Idaho Code). Prior approval by the Board is required if any financial institution other than the state treasurer is to receive deposits.

**3. Treasurer for Non-State Monies**

The Board may authorize the fiscal officer or other employee of any institution to act as treasurer for any organization or association of students or faculty at the institution and to collect, receive, deposit, and disburse money and other evidence of indebtedness on its behalf. (Section 67-2025, Idaho Code)

**4. Local Depositories**

Pending payment of money or other evidence of indebtedness to the state treasurer or to the person otherwise entitled to receive the same, an institution or agency may deposit the same in a suitable bank or trust company in the state of Idaho, subject to the provisions of the public depository law, whether the money is owned by the state of Idaho or otherwise.

**5. Security of Funds**

Any employee of any institution or agency under the governance of the Board having money or other evidence of indebtedness in his or her physical custody or administrative control must at all times see that it is safe and secure from loss or

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**ATTACHMENT 2**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: D. Fiscal Officer, Banking, and Investments**

~~February, 2014~~ **December 2011**

theft. A cash receipt should be generated and a reasonable effort made for immediate deposit of the funds with the state treasurer or a suitable financial institution.

**6. Misappropriation a Felony**

Any employee of an institution or agency under the governance of the Board charged with receipt, safe-keeping, transfer, or disbursement of money or other evidence of indebtedness who willingly and wrongfully uses or keeps the same may be guilty of a felony under Sections 18-5701 and 18-5702, Idaho Code. (See also Section 59-1014, Idaho Code.)

**7. Investments**

**a. Investment Objectives:**

Each institution investing funds shall maintain a written investment policy in accordance with the following objectives, in priority:

- i. Preservation of capital
- ii. Maintenance of liquidity
- iii. Achieve a fair rate of return

**b. Each institution's investment policy shall include provisions designed to comply with the Board's Investment policy by establishing guidelines for:**

- i. Specific investment and overall portfolio maturity
- ii. Ratings and ratings downgrades
- iii. Concentration limits
- iv. Periodic portfolio reviews
- v. Other standards consistent with the standard of conduct in managing and investing institutional funds under the Uniform Prudent Management of Institutional Funds Act (Section 33-5003, Idaho Code)

**c. General Account funds may not be invested by the Board or any institution or agency under its governance.**

**d. Permanent Endowment funds are invested by the Permanent Endowment Fund Investment Board.**

**e. Other funds within the control of an institution may be invested in the following vehicles without prior Board approval:**

- i. FDIC passbook savings accounts
- ii. certificates of deposit
- iii. U.S. Government securities

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**ATTACHMENT 2**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: D. Fiscal Officer, Banking, and Investments**

~~February, 2014~~**December 2011**

- iv. federal funds repurchase agreements
  - v. reverse repurchase agreements
  - vi. federal agency securities
  - vii. large money market funds
  - viii. bankers acceptances
  - ix. corporate bonds of A grade or better
  - x. mortgage-backed securities of A grade or better
  - xi. commercial paper of prime or equivalent grade
  - xii. For the state of Idaho:
    - 1) general obligations or revenue bonds or other obligations for which the faith and credit of the state are pledged for the payment of principal and interest
    - 2) general obligations or revenue bonds of any county, city, metropolitan water district, municipal utility district, school district or other taxing district
    - 3) bonds, notes or other similar obligations issued by public corporations of the state of Idaho including, but not limited to, the Idaho state building authority, the Idaho housing authority and the Idaho water resource board
    - 4) tax anticipation notes and registered warrants
    - 5) tax anticipation bonds or notes and income and revenue anticipation bonds or notes of taxing districts
    - 6) revenue bonds of institutions of higher education
  - xiv. State of Idaho run investment funds for state agencies and other governmental entities.
- f. All investments must meet the ratings criteria (if applicable) in Section 7(e) at the time of acquisition.
- g. Authority to make investments in any other form requires prior Board approval. Such Board approval may be in the form of general authority to invest or reinvest cash, securities, and other assets obtained and becoming a part of foundation trusts such as the Consolidated Investment Trust of the University of Idaho. ~~The Board requires a~~an annual report on the Consolidated Investment Trust shall be submitted to the Board upon request.

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: D. Fiscal Officer, Banking, and Investments

~~February, 2011~~ December 2011

THIS PAGE INTENTIONALLY LEFT BLANK

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 3

SECTION: V. FINANCIAL AFFAIRS

Subsection: V. Scholarships

~~April 2002~~

~~December 2011~~

---

College and University License Plates (Idaho Code § 49-418A)

1. Funds from the college and university special license plate program shall be used only as follows:
  - a. To fund scholarships for Idaho residents attending the institution. Each institution may either create a new scholarship or fund existing scholarships so long as the scholarship recipients are Idaho residents as defined by Idaho Code and the rules of the Board.
  - b. To contribute to academic programs. Provided, however, that this use of such funds shall be on the following conditions:
    - (1) Such funds must be matched in at least equal amounts to non-state, non-federal, and non-local governmental funds.
    - (2) Such use requires prior approval of the Board. ~~Such approval request shall be made annually to the Board in conjunction with the annual report required in this subsection.~~
2. Each institution participating in the college and university license plate program shall, ~~by August 31 of each year~~upon request, present a detailed report to the Board of all recipients and distributions of all funds from said program.

Said report shall include, at a minimum; a complete accounting of the receipts; a complete accounting of the disbursements; what scholarships were funded and in what amounts; a brief description of the scholarship requirements or criteria; a list of the recipients of scholarships funded; the academic programs to which contributions were made and in what amounts; the amount and source of non-governmental matching funds contributed to academic programs in conjunction with the license plate funds; and any projected future use of said funds.

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: V. Scholarships

ATTACHMENT 3

~~April 2002~~

December 2011

---

THIS PAGE INTENTIONALLY LEFT BLANK



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**SUBJECT**

Board Policy, Section V.E.2.c. – second reading

**REFERENCE**

August 2011

Board approved first reading

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Policy, Section V.E.

**BACKGROUND/ DISCUSSION**

In August 2011 the Board approved the first reading to amend Board policy V.E.2.c. on Gifts and Affiliated Foundations increasing the interval for resubmission of foundation operating agreements from two years to three years.

**IMPACT**

The Audit Committee has determined that the two (2) year interval for resubmission should be increased to three (3) years. In light of the infrequent amount and materiality of revisions, a longer period of review is sufficient for oversight purposes.

**ATTACHMENTS**

Attachment 1 – Revised Policy, Section V.E.2.c.

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no changes from the first reading. Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of the amendment to Board Policy V.E.2.c. Gifts and Affiliated Foundations, as submitted.

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

## **2. Institutional Foundations**

### **c. Foundation Operating Agreements**

Each institution shall enter into a written operating agreement with each recognized foundation that is affiliated with the institution. Operating agreements must be signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. Foundation operating agreements shall establish the operating relationship between the parties, and shall, at a minimum, address the following topics:

THIS PAGE INTENTIONALLY LEFT BLANK

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Renovation design for Boise State Public Radio

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K

**BACKGROUND/DISCUSSION**

In 2008 the Board approved Boise State University to acquire, through the Boise State University Foundation, the Ron and Linda Yanke Family Research Park (Yanke). One of the planned future uses of the facility as presented to the Board at that time was to house Boise State Public Radio (KBSU) operations and production facilities.

The administrative offices of KBSU were relocated to Yanke as part of the initial renovation; the relocation of the production portion of KBSU is the subject of this request. The production studios and support spaces for KBSU are currently in the Simplot-Micron Technology building, located in the central core of campus. The vacated space, in the academic heart of campus, will be reassigned for other University uses.

Pursuant to the previously prepared Yanke facility master plan, the KBSU production and production support space will consist of approximately 8,000 gross square feet on the second floor in the facility. Early planning for the production space includes multiple studios for news, talk, and music programming, including control rooms and other production support spaces. Offices for news, programs, and engineering directors will also be included, as well as related conference rooms, storage space, a music library, a green room, and network and technical operation/repair and maintenance areas.

Other work will be necessary to support the production facilities including a new roof-top HVAC unit with associated distribution systems, roof repairs, and relocation of one roof-mounted satellite.

**IMPACT**

It is estimated that the design costs will be approximately \$125,000. Based on preliminary concept estimates, the total project costs (including design and construction of improvements) are estimated to be \$1.6 million. When the University returns to request approval to construct the improvements, a more detailed budget based on design documents will be presented.

The source of funds for this project is KBSU donations, operating funds and reserves.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board has several public broadcasting entities under its purview with similar resource requirements. For example, KBSU and IPTV both have needs for backup power supply (to provide continued broadcast through power outages), robust broadband connectivity, broadcast communications capability, etc. Not surprisingly, these two entities share similar human capital resources (e.g. general managers, engineers, producers, web and graphic designers, membership/development, finance, human resources, etc.).

IPTV recently installed a large generator that has excess backup power supply capacity. IPTV also shares transmitter and repeater/translator towers with KBSU.

IPTV was recently notified that approximately 6,000 square feet will become available for lease in its Boise (1455 North Orchard) building with an occupancy date of no later than October 1, 2012.

Staff has asked BSU to be prepared to discuss not only the technical details of their request, but also the larger issue of whether collocating and/or increased collaboration with IPTV might be beneficial.

**BOARD ACTION**

I move to approve the request by Boise State University to proceed with design of the renovation and improvements needed to relocate KBSU to the Yanke Family Research Park for a cost not to exceed \$125,000.

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

**BOISE STATE UNIVERSITY**

**SUBJECT**

Design of Lincoln Avenue Recreation Field

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K

**BACKGROUND/DISCUSSION**

Boise State University has one primary recreation field on the main campus to accommodate over 19,500 students. The field is used for various purposes including intramural/club sports, Department of Kinesiology youth programming, Athletic Department summer camps, student recreation and other outdoor campus activities. The over-utilization of this field has created a situation where some activities are not served, other activities are scheduled at inconvenient times when attendance and participation is less desirable, and where facilities staff are unable to properly maintain the green space due to the lack of sufficient time between events for the maintenance and recovery of the living grass. To address these issues and to provide more open green space on the campus, the University seeks to develop a second campus recreation field.

Both the Board-approved 2005 Master Plan and the 2008 update to the Master Plan contemplate future campus green spaces. One such area, located between Belmont Street and University Drive, adjacent to the west side of Lincoln Avenue, is in close proximity to student housing currently under construction. The University would now like to proceed with the development of that green space.

**IMPACT**

Design costs are estimated not to exceed \$92,000, of which \$7,000 is reserved for various entitlement work including legal, licenses, right of way, vacations, and related work.

Based on preliminary internal estimates, the total project cost for design and construction is expected to be \$850,000 to \$1.1 million. This estimate does not include any property acquisitions, and depending on final design, purchase of an additional parcel of property within the University's expansion zone (a single family dwelling currently used as a rental income property) may be necessary. As the project progresses and the University returns to the Board for design and construction approval, cost estimates will be updated. The project will be funded with student auxiliary funds and University reserves.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed green space, for which BSU is requesting approval, is consistent with BSU's Board-approved Master Plan. The proposed siting of this space is in close proximity to new student housing and the campus' south academic corridor. As a growing urban but landlocked institution, additional developed green space is important to maintaining a quality campus life experience for students.

The Board may desire to know whether the owner of the single family dwelling (currently used as a rental income property) within the University's expansion zone is a willing seller.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to proceed with design of the Lincoln Avenue recreation field for a cost not to exceed \$92,000.

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



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Enterprise System Roadmap Systems Campus Solutions Services Agreement

**REFERENCE**

April 2011	Information item on Enterprise System Roadmap Implementation Project
April 2011	Board approves request to replace/upgrade PeopleSoft ERP system infrastructure
August 2011	Board approves request to enter agreement with Huron Consulting for Enterprise System Roadmap project management services

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Enterprise systems are the administrative and academic systems of record for Boise State University. These systems include student records, finance, research, learning management, HR/Payroll and other systems that enable Boise State to operate as a major metropolitan university.

Boise State University has developed a roadmap to not only transition us to a more sustainable and maintainable system state, but more importantly to gain more value and effectiveness from our enterprise systems, focus on core objectives for the University, and to adopt best practices for enterprise system operation and development. Upgrades to the existing finance, HR/Payroll and student services systems are all significant mile markers on the roadmap. The size and scope of the Enterprise Roadmap project make it necessary to supplement internal staff with external expertise.

**IMPACT**

The University issued a request for proposals using the best value procurement methodology for project management and functional and technical resources to implement the student services system (Campus Solutions) upgrade.

CIBER has been identified to manage the Campus Solutions upgrade for a cost not to exceed \$1.5 million. Services to be provided include, but are not limited to:

- Project management for Campus Solutions upgrade
- Fit/Gap review sessions for each module to be upgraded
  - Academic Advising
  - Campus Community
  - Financial Aid
  - Student Financials

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

---

- Student Records
- Functional Consulting
  - Evaluation and documentation of business processes
  - Process re-engineering
  - End-user training development and deployment
  - Support go-live
- Technical Consulting
  - Update and test interface and integration points
  - Analyze and if necessary retrofit customizations
- Database Administration and Security Consulting

The project is expected to be completed within 11 months. CIBER is an industry expert in the enterprise system consulting field and is a certified platinum Oracle/PeopleSoft partner.

The proposed agreement (Attachment 1) includes terms and conditions as well as a scope of work, contract summary and detailed risk mitigation plan.

**ATTACHMENTS**

Attachment 1 – Proposed Agreement

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

At the Board's April 2011 meeting, BSU brought an information item putting the Board on notice that it would be requesting Board approval for various enterprise system project-related expenditures at future Board meetings. This agenda item is the third such request for the Board's consideration. This request is for approval for BSU to engage a project manager and functional and technical consultant in support of the Enterprise Roadmap project as it relates to the student services system upgrade. The agreement terminates not later than December 31, 2015.

Staff comments in April were that where applicable BSU should ensure that each phase of this project supports, or at a minimum does not conflict with, the Board's ongoing work towards development of the postsecondary piece of a statewide longitudinal data system. This recommendation still stands. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to approve the agreement with CIBER, in substantial conformance to the contract submitted to the Board as Attachment 1, for the Campus Solutions system upgrade consulting services in conjunction with the Enterprise System Roadmap project for a total cost not to exceed \$1.5 million.

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

MASTER CONSULTING SERVICES AGREEMENT FOR  
ENTERPRISE SYSTEMS ROADMAP PROGRAM  
BETWEEN  
BOISE STATE UNIVERSITY AND  
CIBER, INC.

THIS MASTER CONSULTING SERVICES AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date"), by and between Boise State University ("University") and CIBER, Inc. ("CIBER").

WHEREAS, University is a state institution of higher education;

WHEREAS, CIBER is an international IT outsourcing and software implementation and integration consulting company;

WHEREAS, University desires CIBER's consulting services for the Enterprise Systems Roadmap Program (the "Services") and CIBER agrees to provide said Services;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. Incorporated Documents and Order of Precedence. This Agreement includes the following documents, which are attached hereto and incorporated by reference herein:
  - a. This Agreement;
  - b. State of Idaho Standard Contract Terms and Conditions ("Standard Terms and Conditions") (Attachment 1) as amended by Appendix A, which is attached hereto and incorporated by reference herein;
  - c. Campus Solutions Statement of Work (Attachment 2);
  - d. Boise State Contract Summary Project 2 Campus Solutions (Attachment 3); and
  - e. Risk Management Plan for Campus Solutions Contract with Boise State (Attachment 4).

Any inconsistency between this Agreement, the Standard Terms and Conditions, and the attachments to the Agreement, shall be decided in the above order of precedence. Any reference to an order of precedence other than the order of precedence listed above by any incorporated document shall be superseded by this Section 1.

2. Term. The Term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2015, unless otherwise terminated pursuant to Section 3 herein.
3. Termination. Either party may terminate this Agreement or the Statement of Work ("SOW") under the Agreement when the other party has been provided written notice of material default or non-compliance and has failed to cure such default or non-compliance

within thirty (30) calendar days. The non-defaulting party, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary, including, without limitation, an action for damages.

University may terminate this Agreement upon thirty (30) calendar days' advanced written notice. In the event of termination, CIBER will advise University of the extent to which performance has been completed and deliver any work in progress. CIBER will be paid for all work performed and expenses incurred through the date of termination, including charges for materials ordered by CIBER that cannot be returned for a full refund. University will pay (i) in full for all completed and accepted Services and Work Products, and (ii) on a percentage of work performed basis, as reflected in the most recent project status report, for Services and Work Products completed by CIBER, but not accepted by University.

4. Ownership of Intellectual Property. Unless the parties agree otherwise in writing, the tangible property and work products ("Work Products") developed by CIBER pursuant to this Agreement belong to University. University ownership of Work Products does not extend to third party works, products, or materials or to Contractor Materials (as hereinafter defined) that may be included in Work Products. University acknowledges that CIBER is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that CIBER will retain all right, title, and interest in and to all Contractor Materials. "Contractor Materials" means all inventions, discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know-how, that CIBER, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of CIBER's duty of confidentiality to University. To the extent Contractor Materials are included in any Work Products, CIBER will grant University a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty-free license to use, execute, reproduce, and modify such Contractor Materials, but only for University's internal use in conjunction with the Work Products. CIBER's grant to University of any interest in the Services and Work Products is effective only upon University's payment of all fees and charges invoiced by CIBER. Either party shall be free to use Residuals (as hereinafter defined) from any Confidential Information (as defined in Section 5 herein) provided by the disclosing party for any purpose, including, without limitation, providing services or creating programming or materials for customers, subject to the obligation not to disclose, publish or disseminate such Confidential Information and subject to the patent rights and statutory copyrights of the other party. "Residuals" shall mean that information which may be retained in intangible form in the minds of those personnel of the receiving party, without intentionally reducing such information to memory, who have had access to Confidential Information in tangible form of the disclosing party during the term of this Agreement.
5. Confidential Information. Pursuant to this Agreement, either party may collect, or disclose to the other party, financial, personnel or other information that a party regards

as proprietary or confidential (“Confidential Information”). Confidential Information shall belong solely to the party disclosing such Confidential Information (“Disclosing Party”). The receiving party (“Receiving Party”) shall use such Confidential Information only in the performance of its Services under this Agreement and shall not disclose Confidential Information or any advice given by it to the Disclosing Party to any third party, except with the Disclosing Party’s prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the Disclosing Party. Disclosing Party may require that Receiving Party’s officers, employees, agents, or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to Disclosing Party upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that: (a) is or was in the possession of Receiving Party before being furnished by the Disclosing Party, provided such information or other data is not known by Receiving Party to be subject to another confidentiality agreement with or other obligation of secrecy to the Disclosing Party; (b) becomes generally available to the public other than as a result of disclosure by Disclosing Party; (c) becomes available to Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known by Receiving Party to be subject to a confidentiality agreement with or other obligation of secrecy to the Disclosing Party; or (d) is required to be disclosed under applicable law, subpoena or other legal process.

6. Non-Solicitation. During the term of this Agreement and for a period of one year after its termination, neither party will directly or indirectly (i) solicit for hire or engagement any of the other party’s personnel who were involved in the provision or receipt of Services or Work Products under this Agreement or (ii) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or Work Products under this Agreement until 365 days following the termination of the person’s or entity’s employment or engagement with the other party. For purposes herein, “solicit” does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a party’s internet site. If a party hires or engages, directly or indirectly, any personnel of the other party in violation of (ii) above, the hiring/engaging party will pay the other party a finder’s fee equal to 50% of the complete compensation package offered by the hiring/engaging party to and accepted by the employee.
7. Warranty. CIBER warrants that (a) the services it provides hereunder will be performed in a professional and workmanlike manner in accordance with industry standards; (b) it will perform the Services in a manner that complies with all applicable laws and regulations; and (c) it will provide Work Products that conform in all material respects to the specifications set forth in the SOW. To receive the warranty remedies, University must report any nonconforming Work Products to CIBER in writing within thirty (30) calendar days from the date of the University’s project acceptance milestone. University’s exclusive remedy and CIBER’s entire liability is to provide Services to correct the deficiencies. If CIBER is unable to correct the deficiencies to University’s sole satisfaction, University is entitled to recover the fees paid to CIBER. CIBER makes

no warranties regarding University or third party modifications of Work Products to the extent such modifications are not in accordance with CIBER's instructions and specifications, any portion of any deliverable developed by University or by any third party, including any third party software, hardware, or other third party products provided by CIBER.

8. Indemnification. The parties agree that to the extent permitted by law, each will indemnify, defend, and hold harmless the other party and its officers, directors, employees, and contractors from any third party claim for personal injury, property damage, which arises from the gross negligence or intentional wrongdoing of the indemnifying party. To the extent permitted by law, CIBER will indemnify, defend, and hold harmless the University from any third party claim that the Work Products or Services provided by CIBER and used in accordance with CIBER instructions or documentation infringe the intellectual property rights of said third parties. Notwithstanding the foregoing, nothing herein shall be construed as a waiver of University's sovereign immunity or any other protection afforded University as an entity of the State of Idaho, including, but not limited to, the protections afforded University under the Idaho Tort Claims Act. University acknowledges that CIBER makes no representations regarding and accepts no indemnification obligation with regard to any Oracle/PeopleSoft software. The foregoing indemnity shall not apply to any infringement claim arising from (i) a Service or Work Product that has been modified by any party other than CIBER; (ii) University's use of a Service or Work Product in combination with the products or services of parties other than CIBER where such combination gives rise to the infringement claim and where such use was not in accordance with CIBER instructions or documentation; (iii) University's use of a Service or Work Product after written notice to University to cease such use; (iv) a Service or Work Product not used in accordance with CIBER's instructions and specifications; (v) University's use of other than the current release of a Service or Work Product if such claim would have been avoided by the use of the current release provided by CIBER; (vi) University's use of a Service or Work Product with services or products not provided by CIBER; or (vii) CIBER's compliance with any design, specification or instruction of University.
9. Limited Liability. University's sole remedy hereunder shall be return of fees paid to CIBER for any service which University demonstrates to be in breach hereof or otherwise actionable by University. In no event shall either party be liable for consequential, indirect, exemplary, punitive, or incidental damages, including, without limitation, lost data or lost profits, however arising, even if it has been advised of a possibility of such damages. In no event shall CIBER's liability hereunder exceed the amount paid by University hereunder, whether arising out of contract, warranty, strict liability, or negligence. Liability of University shall at all times be governed by the Idaho Tort Claims Act. Nothing herein shall be construed as a waiver of the University's sovereign immunity or any other protection afforded to the University as an entity of the State of Idaho.
10. Acceptance. Acceptance criteria for Services and Work Products shall be set forth in the SOW. Except as otherwise agreed to in the SOW, upon CIBER's delivery of Services or

Work Products, University must inspect the Services and Work Products for conformance with specifications. If CIBER has not received written notice from University (the "Acceptance/Rejection Form") within five (5) business days following completion of the Services or delivery of the Work Products, the applicable Services or Work Products will be deemed accepted by University. Furthermore, for other kinds of work performed by CIBER, including without limitation, staffing work for which acceptance criteria are not specified in an SOW, the applicable Services or Work Products will be deemed accepted by University on the date of delivery unless CIBER receives an Acceptance/Rejection Form or other written notice from University specifying the reason for non-acceptance within three (3) business days after completion of the Services or delivery of the Work Products.

11. Insurance. CIBER shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement: (a) Worker's Compensation Insurance, as required by state statute for all CIBER employees engaged in the provision of Services to the University; (b) Commercial General Liability Insurance with limits not less than \$1 million per occurrence, \$2 million in aggregate; (c) Professional Liability Insurance with limits not less than \$3 million, including coverage for errors and omissions caused by CIBER's negligence in the performance of its duties under this Agreement; (d) Automobile Liability Insurance, including non-owned and hired vehicles, with limits not less than \$1 million per occurrence for property damage and bodily injury. Prior to CIBER providing the Services to University, CIBER shall deliver to the University the certificates of insurance for each of the above described policies. The certificates must contain a written provision that, should any of the above-described insurance policies be canceled or non-renewed before the expiration date thereof, the issuing company must notify the University in writing, by certified or registered mail, receipt requested, at least thirty (30) days prior to any cancellation or non-renewal of any such insurance.
12. University Marks. University's registered trademarks, as well as other names, seals, logos, college colors and other indicia ("University Marks") that are representative of the University may not be used without prior written consent of the University. Such consent shall only be valid if obtained from the University's Office of Trademark Licensing and Enforcement. Requests for approval should be submitted via email to [licensing@boisestate.edu](mailto:licensing@boisestate.edu).
13. Compliance. CIBER shall comply with all requirements of federal, state, and local laws and regulations applicable to CIBER and/or to the Services provided by CIBER pursuant to this Agreement, including without limitation, Executive Order 2007-9. For the Term of this Agreement, CIBER shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules.
14. Payment. CIBER shall submit monthly invoices to the University or as otherwise specified in the SOW, and University shall make payments to CIBER, as indicated on the Purchase Order(s) issued by the University. Notwithstanding the foregoing, the University shall pay all invoices within thirty (30) days of receipt of invoice.

15. Entire Agreement. This Agreement and the attached documents supersede all prior agreements between the parties only with regard to the services offered or provided and purchase orders issued in furtherance of RFP #ST11-106, and constitutes (along with the recitals hereto and the attached documents) a complete and exclusive statement of the terms of the agreement between the parties in all respects regarding RFP #ST11-106. This Agreement may not be amended except by a written agreement executed by both parties.
16. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts to negotiate a replacement article that is neither invalid, illegal, nor unenforceable.
17. Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning of interpretation of any of the terms or provisions of this Agreement.
18. Reference to Days. When any number of days is prescribed in this Agreement or any attachments hereto, it shall mean business days on which the University is open for business.
19. Dispute Resolution. Each party will promptly notify the other in writing of any dispute. The parties' designated representatives will meet within ten (10) days following the receipt of such written notice and will attempt to resolve the dispute within five (5) days of the initial meeting. Each party agrees that the prevailing party in any dispute shall be entitled to payment of its reasonable attorneys' fees and costs.
20. Notices. All notices, requests, demands and other communications required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand or on the third day after mailing if mailed by certified mail, postage prepaid, return receipt requested, as follows:

*If to University:*           Boise State University  
                                       Attn: Max Davis-Johnson  
                                       1910 University Drive  
                                       Boise, Idaho 83725-1415

*With a copy to:*           Boise State University  
                                       Office of the General Counsel  
                                       1910 University Drive  
                                       Boise, Idaho 83725-1002

*If to CIBER:*               CIBER, Inc.  
                                       Attn: Gary Somers, Ph.D.  
                                       8625 S. 21<sup>st</sup> Place  
                                       Phoenix, AZ 85042



*With a copy to:* CIBER, Inc.  
Attn: Legal Department  
6363 S. Fiddler's Green Circle, #1400  
Greenwood Village, CO 80111

IN WITNESS WHEREOF, the authorized representatives of CIBER and University, having full authority to do so, agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

**Boise State University**

By: \_\_\_\_\_

Name: Stacy Pearson

Title: Vice President, Finance and Administration

**CIBER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPENDIX A TO  
MASTER CONSULTING SERVICES AGREEMENT FOR  
ENTERPRISE SYSTEMS ROADMAP PROGRAM  
BETWEEN  
BOISE STATE UNIVERSITY AND  
CIBER, INC.

The parties agree to amend the State of Idaho Standard Contract Terms and Conditions as follows:

**9. CONTRACT RELATIONSHIP.**

The second sentence shall be revised as follows:

“Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, ~~and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind.~~”

The parties agree to the liability provisions as provided in this Agreement.

**11. TAXES.**

“Or sales taxes or use taxes” shall be inserted in the fifth sentence after “personal property taxes.”

**18. INSTALLATION AND ACCEPTANCE**

This section is hereby deleted and the parties agree to provisions regarding the State’s acceptance of deliverables and services as provided in Section 10 of this Agreement.

Attachment 1

**ATTACHMENT 1**

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

- 1. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.
- A. Agreement – Any State written contract, lease or purchase order including solicitation or specification documents and the accepted portions of the submission for the acquisition of Property. An Agreement shall also include any amendments mutually agreed upon by both parties.
  - B. Contractor – A vendor who has been awarded an Agreement.
  - C. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
  - D. State – The State of Idaho including each agency unless the context implies other states of the United States.
- 2. TERMINATION:** The State may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
- 3. RENEWAL OPTIONS:** Upon mutual agreement by both parties (unless otherwise modified by a special contract term, condition, or specification), this Agreement may be extended under the same terms and conditions for one (1) year intervals or the time interval equal to the original contract period.
- 4. PRICES:** Prices shall not fluctuate for the period of the Agreement and any renewal or extension, unless otherwise specified by the State in the bidding documents or other terms of the Agreement. Prices include all costs associated with shipping and delivery to the F.O.B. destination address, prepaid and allowed. If installation is requested by the State or specified in the State's solicitation documents, pricing shall include all charges associated with a complete installation at the location specified.
- 5. ADMINISTRATIVE FEE:**
- A. Application of Administrative Fee:**
    - 1. All Purchase Orders (PO) and Contract Purchase Orders (CPO) issued through the Idaho eProcurement System (IPRO) shall be subject to an Administrative Fee of one point two five percent (1.25%) of the value of the Agreement, unless the PO or CPO is exempted as described below. The Administrative Fee will apply to all PO and CPO Awards issued through IPRO, regardless of Contractor's mode of response submission to the solicitation (i.e. manual or electronic).
    - 2. Subsequent renewals, amendments or change orders to the initial PO or CPO, which result in an increased Agreement value, will constitute an incremental or additional award for which an additional Administrative Fee will apply; however, the additional Administrative Fee will be a Flat Fee, applied as follows:

<u>Original value + all amendments</u>	<u>Flat Fee</u>
\$50,000 - \$1 Million	\$ 500
\$1 Million - \$8 Million	\$ 1000
\$8 Million +	\$ 2000
    - 3. Regardless of the number of renewals, amendments, and/or change orders, the total aggregate Administrative Fee assessed per PO or CPO will not exceed one hundred thousand dollars (\$100,000).

**ATTACHMENT 1**

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

4. A contractor's failure to consider the Administrative Fee when preparing its solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor as a result of a PO or CPO Award issued through IPRO.

**B. Administrative Fee Exemptions:**

1. Notwithstanding any language to the contrary, the Administrative Fee referenced in Section 5.A, above, will not apply to contracts with an original awarded value of less than \$50,000; or to contracts issued through IPRO without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), Exempt Purchases (EXPO), awards issued under Delegated Purchase Authority (DPA), and orders placed against WSCA/NASPO or other cooperative contracts (PADD) that are exempt from the requirements for competitive bidding.

2. The Administrative Fee referenced in Section 5.A., above, will not apply to Blanket Purchase Orders (BPO) or Statewide Blanket Purchase Orders (SBPO); however, BPOs and SBPOs (like PADDs) may have a separate Administrative Fee applied to orders placed against the contract, as specifically described in the individual BPO or SBPO.

3. The State may also exempt a specific PO or CPO from the Administrative Fee requirement.

**C. Payment of Administrative Fee:** Contractor will remit the Administrative Fee applicable to a PO or CPO, as described in Section 5.A., above, to the IPRO Administrator, SicommNet, Inc., as follows:

1. **Awards with a firm delivery date:** SicommNet, Inc. will invoice Contractor for the Administrative Fee on or after the delivery date provided in the Agreement, with payment due thirty (30) days after receipt of invoice.
2. **Awards with a contract start and end date:** SicommNet, Inc. will invoice Contractor on either a quarterly, monthly or "per payment" basis; or may offer Contractor a prepayment option. Payment will be due thirty (30) days after receipt of each invoice.

**D. Refund of Administrative Fee:** In the event that a PO or CPO is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will direct SicommNet, Inc. to refund the Contractor any Administrative Fees remitted to SicommNet, Inc. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the Agreement cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Agreement. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee assessed on the PO or CPO will not be refunded in whole or in part.

**E. Failure to Remit Administrative Fees:** If a Contractor fails to remit the Administrative Fee, as provided in Section 5.C. above, the State, at its discretion, may declare the Contractor in default; cancel the Agreement or award; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or Federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's online account.

6. **CHANGES/MODIFICATIONS:** Changes of specifications or modification of this Agreement in any particular can be affected only upon written consent of the Division of Purchasing, but not until any proposed change or modification has been submitted in writing, signed by the party proposing the said change.

7. **CONFORMING PROPERTY:** The Property shall conform in all respects with the specifications or the State's solicitation documents. In event of nonconformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services.

8. **OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any

**ATTACHMENT 1**

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

- 9. CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties hereto that the State is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The Contractor will maintain any applicable workman's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in cancellation of this Agreement or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The contractor must provide either a certificate of workman's' compensation insurance issued by a surety licensed to write workman's' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workman's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The State does not assume liability as an employer.
- 10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into this Agreement. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to this Agreement.
- 11. TAXES:** The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this Agreement, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this Agreement becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to this Agreement at the time it becomes effective.
- 12. SAVE HARMLESS:** Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply

**ATTACHMENT 1**

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

- 13. ORDER NUMBERS:** The Contractor shall clearly show the State's Agreement order numbers or purchase order numbers on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 14. CONTRACTOR RESPONSIBILITY:** The Contractor is responsible for furnishing and delivery of all Property included in this Agreement, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.
- 15. SUBCONTRACTING:** Unless otherwise allowed by the State in this Agreement, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under this Agreement. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.
- 16. COMMODITY STATUS:** It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the specifications. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain new or minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first customer and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or vendor warranty, whichever is longer.
- 17. SHIPPING AND DELIVERY:** All orders will be shipped directly to the ordering agency at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. "F.O.B. Destination", unless otherwise specified in the Agreement or solicitation documents, shall mean delivered to the State Agency Receiving Dock or Store Door Delivery Point. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Agreement. Time for delivery commences at the time the order is received by the Contractor.
- 18. INSTALLATION AND ACCEPTANCE:** When the purchase price does not include installation, acceptance shall occur fourteen (14) calendar days after delivery; unless the State has notified the Contractor in writing that the order does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. When installation is included, acceptance shall occur fourteen (14) calendar days after completion of installation; unless the State has notified the Contractor in writing that the order does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. If an order is for support or other services, acceptance shall occur fourteen (14) calendar days after completion, unless the State has notified the Contractor in writing that the order does not meet the State's requirements or otherwise fails to pass the Contractor's established test procedures or programs.
- 19. RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.

- 20. INVOICING: ALL INVOICES** are to be sent directly to the **ORDERING AGENCY ONLY**. The Agreement number and/or purchase order number is to be shown on all invoices. In no case are invoices to be sent to the Division of Purchasing.
- 21. ASSIGNMENTS:** No Agreement or order or any interest therein shall be transferred by the Contractor to whom such Agreement or order is given to any other party without the approval in writing of the Administrator, Division of Purchasing. Transfer of an Agreement without approval shall cause the annulment of the Agreement so transferred, at the option of the State. All rights of action, however, for any breach of such Agreement are reserved to the State. (Idaho Code Section 67-5726[1])
- 22. PAYMENT PROCESSING:** Idaho Code Section 67-5735 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered."
- 23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS:** Contractor shall comply with **ALL** requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to this Agreement. For the duration of the Agreement, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.
- 24. PATENTS AND COPYRIGHT INDEMNITY:**
- A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under this Agreement. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.
  - B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.
  - C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.
- 25. CONFIDENTIAL INFORMATION:** Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation



**ATTACHMENT 1**

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
- B. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

**26. USE OF THE STATE OF IDAHO NAME:** Contractor shall not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

**27. APPROPRIATION BY LEGISLATURE REQUIRED:** The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

**28. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

**29. GOVERNING LAW AND SEVERABILITY:** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

**30. ENTIRE AGREEMENT:** This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**31. PRIORITY OF DOCUMENTS:** This Agreement consists of and precedence is established by the order of the following documents:

- 1. This Agreement;
- 2. The Solicitation; and
- 3. Contractor's proposal as accepted by the State.

**ATTACHMENT 1**

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

The Solicitation and the Contractor's proposal accepted by the State are incorporated herein by this reference. The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's proposal differ from the terms in this Solicitation, the terms and conditions of this Solicitation shall apply. Where terms and conditions specified in the Contractor's proposal supplement the terms and conditions in this solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

**32. PUBLIC RECORDS:** Pursuant to Idaho Code Section 9-335, et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

**33. NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered, sent by facsimile, prepaid overnight courier or United States' mail as follows. For notice to the State, the address and facsimile number are:

State of Idaho  
Division of Purchasing  
650 W State Street – Room B15  
P.O. Box 83720  
Boise, ID 83720-0075  
208-327-7465 (phone)  
208-327-7320 (fax)

For notice to the Contractor, the address or facsimile number shall be that contained on the Contractor's bid, quotation or proposal. Notice shall be deemed delivered immediately upon personal service or facsimile transmission (with confirmation printout), the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address or facsimile number by giving written notice of the change to the other party.

**34. NON-WAIVER:** The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

**35. ATTORNEYS' FEES:** In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

**36. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS:** Contractor warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract. If its contract is for the provision of services or for the sale or lease/licensing of computer software, Contractor further warrants that its contract is subject to Executive Order 2007-09 [ [http://gov.idaho.gov/mediacenter/execorders/eo07/eo\\_2007\\_09.html](http://gov.idaho.gov/mediacenter/execorders/eo07/eo_2007_09.html) ] and that it must notify the Division of Purchasing in advance if, during the term of its contract, it seeks to shift services or work that it represented would be done inside the United States to outside the United States. Failure to obtain the consent of the Division of Purchasing for such shift constitutes a material breach

Attachment 2



Practical **Innovation.**



Boise State University

Campus Solutions PeopleSoft Version 9.0

**Statement of Work**

September 15, 2011



## Table of Contents

1.	Introduction	3
2.	Scope	4
2.1	In-Scope	4
2.2	Out-of-Scope	6
3.	CIBER Deliverables	6
3.1	Acceptance Management	7
4.	Work Approach	8
4.1	Project Management	8
4.2	Delivery Method	9
4.3	Technical Environment	10
4.4	Work Location	10
4.5	Work Schedule	10
5.	CIBER Roles	11
5.1	Boise State Project Organization	11
5.2	CIBER Roles	11
6.	Boise State University Roles and Responsibilities	16
6.1	Boise State University Roles	16
6.2	Boise State University Responsibilities	18
7.	Project Tasks	20
8.	Project Change Management	30
9.	Project Schedule	31
10.	Project Price	31
11.	Approvals	32



## 1. Introduction

Boise State University (Boise State) is a publicly-supported, multi-disciplinary institution of higher education recognized by the Carnegie Foundation for outreach and community engagement. The University has the largest student enrollment of any university in Idaho, with enrollment of 19,993 for the Fall semester of 2010 and is located in Boise, Idaho.

Boise State requires consulting assistance on the Oracle/PeopleSoft Enterprise Systems Roadmap Campus Solutions project. Boise State implemented its current ERP systems, PeopleSoft Financials and PeopleSoft Human Resources/Campus Solutions (PS-FS and PS-HRCS, respectively), in 1998. At the time, particularly in the case of Campus Solutions, core functionality was not fully developed and/or delivered by PeopleSoft. Boise State met this challenge with a large number of customizations across all three system areas to meet business needs. The systems have been upgraded several times since the original implementation. Although the delivered core functionality is now stable and mature, Boise State has continued to remain highly customized. Maintaining Boise State's current level of system customization reduces the ability to move forward.

The University is currently using Academic Advising, Admissions, Campus Community, Financial Aid, Student Financials and Student Records. Boise State is seeking expert project management, functional and technical resources to assist in their Campus Solutions (CS) 9.0 Project. Boise State seeks to leverage delivered functionality, consisting of population update, population selection, equation engine, packaging variables and 3C's, to eliminate current customizations. The deliverables will consist of business rules, system, process, and configuration assessment and definition, as well as working with Boise State functional and technical resources to implement new features and functionality of the CS 9.0 system. Boise State is expecting to have integration between CS modules reviewed and refined as needed. As part of this project Boise State also seeks to separate Campus Solutions 9.0 from HCM 9.1 and establish integration as they are currently in a shared environment. CIBER will be responsible for establishing inbound and outbound integrations with HCM. This project will also assess integration with 3<sup>rd</sup> party systems and state agencies. As part of Boise State's Enterprise Systems Roadmap program the primary goal of this project is to implement delivered functionality to provide flexibility, sustainability and to value configuration over customization. Boise State expects a significant reduction in current customized objects.

### Project Goals:

- Business Outcomes
  - More efficient, streamlined processes and workflow, applying automation and reducing paper where possible.
  - Easier to use and to learn Self Service applications.
  - Expanded self-service applications for students, faculty and staff.
  - Improved usability, ease of access, better performance, improved support, more services, and providing accurate and complete data.



## Statement of Work

---

- Improved auditing and status tracking for student academic transactions and changes to roles that provide levels of system access.
- All business processes and customizations are documented to a uniform standard.
- Technical Outcomes
  - Reduced customization by leveraging delivered functionality and best practices.
  - Reduced overhead in support and management of the target systems and increased sustainability. Bundles and Patches should take less time to apply with fewer customizations. Ability to go to Oracle for support is increased.
  - System live utilizing new configuration and functionality.
  - Separated HCM and CS environments with integration established.
  - New refunding solution implemented.
  - Establish inbound and outbound integrations with HCM and Finance.
  - Integrate third party solutions where necessary (i.e. SOA).
  - Staff trained on current systems as well as new functionality.
  - Successfully transition PeopleSoft Application Servers and Oracle Database Servers from AIX Unix to Red Hat Enterprise Linux.
  - Security assessment and documented changes related to revisions in business processes and system updates

## 2. Scope

---

This Statement of Work (SOW) is incorporated into, made part of, and is subject to the terms and conditions of the Master Services Agreement between CIBER, Inc. ("CIBER") and Boise State University entitled **Master Consulting Services Agreement** (hereinafter referred to as the "Agreement") dated <<Contract/MSA\_Date>>.

This section describes the work that is considered In-Scope and Out-of-Scope for the Campus Solutions PeopleSoft Version 9.0 upgrade.

### 2.1. In-Scope

---





## Statement of Work

CIBER's scope will consist of project management, and functional and technical consulting to support the Enterprise Systems Roadmap Campus Solutions project. This will consist of the following specific activities:

1. CIBER will provide project management consulting and will provide this management on-site throughout the CIBER engagement.
2. CIBER functional consultants will provide fit/gap review sessions with members of the Boise State University Enterprise Systems Roadmap Campus Solutions team. These sessions will require approximately two weeks to complete for each module (including documentation). The sessions will provide details of the differences in the functionality and usage between what Boise State is currently using and what is actually delivered in Oracle/PeopleSoft 9.0. Fit/Gap sessions will be handled for the following modules:
  - **Academic Advising**
  - **Admissions**
  - **Campus Community**
  - **Financial Aid**
  - **Student Financials**
  - **Student Records**
3. CIBER will provide functional consulting in order to:
  - a. evaluate and document business processes,
  - b. assist with business process re-engineering and documentation,
  - c. evaluate third party solutions,
  - d. test new and changed functionality,
  - e. analyze and retrofit customizations,
  - f. provide knowledge transfer,
  - g. develop end-user training,
  - h. support go-live activities.
4. CIBER will provide technical consulting to:
  - a. analyze, retrofit, remove/modify/add customizations,
  - b. update and test interface and integration points. Integration points needed between CS and HCM/FMS will be completed. Review of all current third party integrations and testing will be completed.
5. CIBER will provide Database Administration (DBA) and Security consulting. CIBER's security consultant will be responsible for a security assessment of the Campus Solutions system. CIBER's DBA will be responsible for:
  - a. creation of the new database without customizations
  - b. creation of a database with customizations to use as the source of customizations if a customization is deemed necessary.
  - c. Analyzing and designing the Campus Solutions/HCM split.



---

**Statement of Work**

---

- d. In addition to any other support already defined within the SOW, Provide technical assistance and guidance up to 60 hours to transition PeopleSoft Application Servers and Oracle Database Servers from AIX Unix to Red Hat Enterprise Linux.
- e. Documented recommended changes to security.

## 2.2. Out-of-Scope

---

Work that is not specifically listed above as In-Scope or in CIBER's deliverables and responsibilities listed below is considered Out-of-Scope for this SOW. CIBER will address alterations to the scope of this SOW through the Project Change Management Process defined herein.

Additionally, out of scope work may result from items identified in the Risk Management Plan for Campus Solutions Contract with Boise State.

## 3. CIBER Deliverables

---

The following deliverables/services will be produced as part of the scope for this engagement and will conform to CIBER's defined processes. Acceptance criteria for each deliverable will be mutually agreed to by CIBER and Boise State University and documented as part of the Project Management Plan developed during the planning efforts of the project. Alterations to this list of deliverables/services will be managed via the Project Change Management Process defined herein.



Statement of Work

Table 1: Life Cycle Phases

Phase	Project Deliverables / Services
Phase I: Assessment, Review, Analysis and Planning	<ul style="list-style-type: none"> <li>• Process Documentation (Document all future state business processes)</li> <li>• Environmental Setup/Creation of Boise State Database without Customizations</li> <li>• Fit Gap Documentation</li> <li>• Customization Review (Review viability of existing customizations that may address identified gaps)</li> <li>• Campus Solutions Security Assessment</li> <li>• Detailed Project Plan</li> </ul>
Phase II: Upgrade/Implementation	<ul style="list-style-type: none"> <li>• Design Completed</li> <li>• Development Completed</li> <li>• Recommend changes to security</li> <li>• Student Financials Refunding Solution</li> <li>• User Acceptance Testing Completed</li> <li>• HCM and CS split</li> </ul>
Phase III: Training, Change Management, and Go-Live	<ul style="list-style-type: none"> <li>• End User Training Completed</li> <li>• Support Documentation</li> <li>• Production Readiness Assessment</li> <li>• Executed Cutover</li> <li>• Two-weeks on-site Post Implementation Support</li> </ul>

### 3.1. Acceptance Management

Formal written acceptance by Boise State University of the project's deliverables and services indicates that the deliverables or services have been completed in accordance with this SOW.

The CIBER Project Manager will submit a deliverable or service acceptance form for each completed deliverable or service to the designated Boise State University approver.

- The Boise State University approver will accept or reject the deliverable or service within three (3) business days from the receipt of the Project Manager's notification of completion.
- If the Boise State University approver does not accept or reject the deliverable or service within three (3) business days from the receipt of the Project Manager's notification of completion and does not communicate a timeframe (up to 12 business days) in which a



---

**Statement of Work**

---

decision will be made, the deliverable or service will be considered accepted. Boise State University and CIBER may mutually agree to extend the timeframe to be up to 20 business days.

- 1) Work will progress to maintain the established project schedule, with the understanding that any change to an accepted deliverable or service constitutes a change in scope.
  - 2) A Project Change Request (PCR) may result if modifications to the accepted deliverable or service are required and those modifications affect accepted or in-progress project work.
- If Boise State University rejects a deliverable or service, the cause for rejection and all defects to be addressed shall be documented by Boise State University and provided to CIBER for CIBER to correct or revise. Once CIBER corrects the cause for rejection, the deliverable will be sent back through the acceptance process for acceptance of the correction. Once a deliverable is accepted, further corrections or revisions will be addressed under the Warranty provision of the Agreement.

The following Boise State University person(s) has been designated as the approver of deliverables and services for the project:

Name: Max Davis-Johnson or his designee

Title: Associate Vice President of Office of Information Technology

## 4. Work Approach

---

This section defines CIBER's approach to managing and delivering the work associated with this project. Changes to this approach could affect the project's schedule or budget and will be addressed through the Project Change Management Process defined herein.

### 4.1. Project Management

---

CIBER will plan, execute, control, and communicate the progress of the project using the CIBER Project Management Methodology (CPMM).

CIBER's PMRx® Project site will be used to track project progress, information, and artifacts; and to capture, track, and communicate the overall status of the project.



## 4.2. Delivery Method

### Phase I: Assessment, Review, Analysis and Planning:

This phase will encompass a full review of existing processes, customizations needed to support existing processes, and vanilla processes that are not currently in use. During this phase CIBER will review and document system rules, configuration and other foundational components that are needed and recommend any business process changes.

Boise State owns and has implemented a number of modules for PeopleSoft and the goal of this phase is to clearly define which components should be brought online to deliver the best service to the campus. The outcome of this phase will be process documentation, completion of a fit-gap and definition for what will be upgraded and implemented and how it will be accomplished.

Requirements for customizations, business process changes and testing criteria will be defined in this phases as well. For any gaps requiring a third party solution, CIBER will identify the needs and possible third party solutions.

During this phase CIBER will plan the CS and HCM split, which entails sequencing the split in relation to other elements of this scope of work document and appropriately including the split in subsequent phases, below.

### Phase II: Upgrade/Implementation:

During this phase CIBER will perform the required software upgrade and implement other changes to provide the defined outcomes from Phase I. In this phase there will be software installation, configuration, data migration planning and design, development, and testing at multiple levels. CIBER will create the split CS database without customizations in this phase. Boise State resources will be heavily involved in this phase, per the detailed project plan and will be trained on the new technology and changes.

### Phase III: Training, Change Management, and Go-Live:

This phase will encompass the steps that are required to take the defined environment from Phase I and II live to the campus. This phase will include any end-user training that is required for acceptance of the new system and processes. This phase will include implementing support documentation, changed business processes and help for users through the transition. This involves finalizing documentation and information for support once the system goes live. In this phase the system will go-live in a production environment and be turned over to the users for day-to-day operation.



#### 4.3. Technical Environment

---

Boise State has a multi-platform environment consisting of eight IBM RS6000 servers (using AIX 5.2 and Oracle 11g) which run the University's PeopleSoft development, test, and production database and application servers. During fiscal year 2012, the University will upgrade the infrastructure for the PeopleSoft enterprise systems to Intel-based platforms running Red Hat operating systems, with Oracle 11g for the databases. This will be Boise State's go-live platform.

#### 4.4. Work Location

---

The work described in this document will be delivered from the following locations:

1910 University Drive  
Boise, Idaho 83725

CIBER consultants may perform certain activities remotely that are still considered part of the billable services under the terms of this SOW.

#### 4.5. Work Schedule

---

The schedule and price defined herein are based upon a 40-hour work week for core project team members, including BSU resources. However, the project may have "peak" periods where the project team will be expected to work outside normal business hours. Standard Boise State holidays that differ from the seven (7) holidays observed by CIBER will be scheduled work days for consultants.

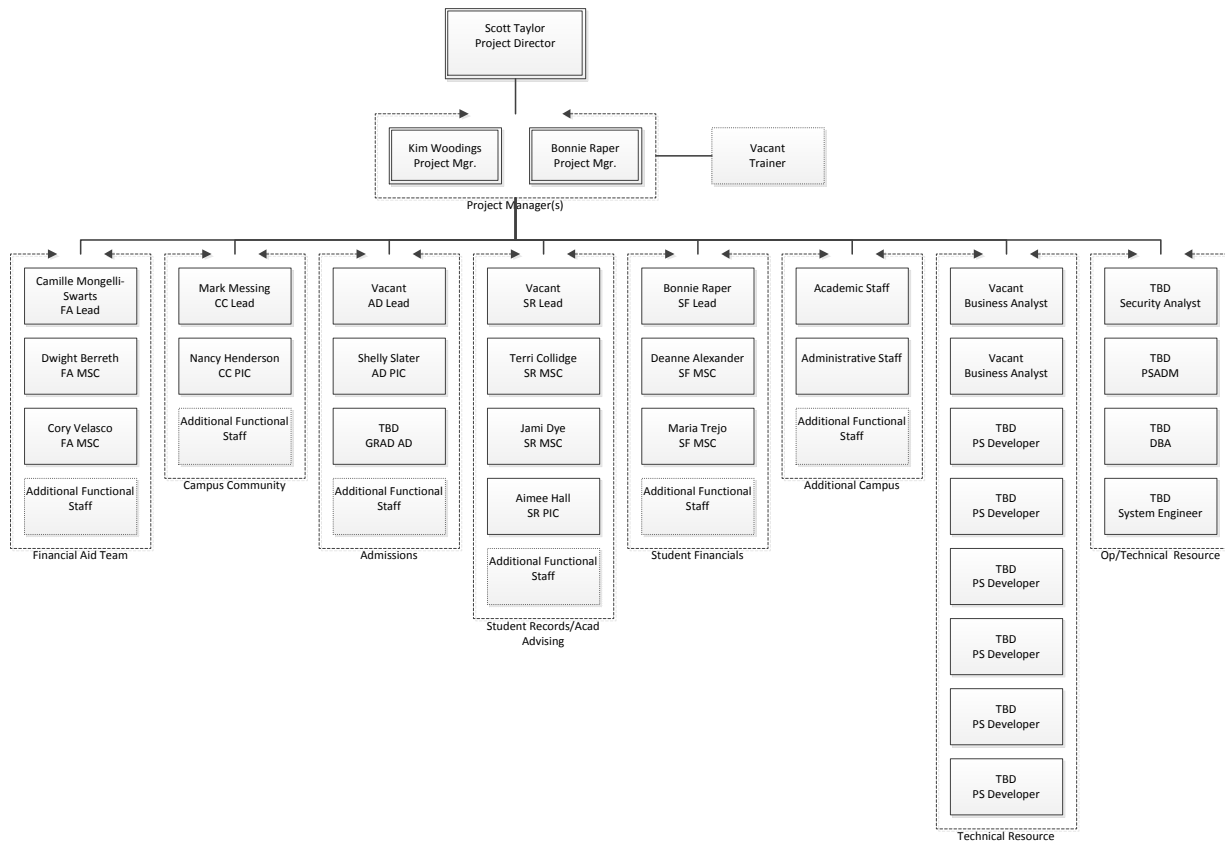
The Standard Project Work Week (work week) for consultants working at the BSU facility is Monday through Thursday, with four days onsite. The work-week is defined as 4-4-5— 4 nights and 4 days at Boise State facility and a 5th day at a remote work location as necessary to complete the work week. Work-site arrival time on Mondays will be no later than 10:00AM local time, with a work-site departure no earlier than 3:00 PM local time on Thursday. Modifications to the work week for individuals or specific work groups will be mutually agreed to by Boise State and CIBER project management.

## 5. CIBER Roles

### 5.1. Boise State Project Organization

The Organization Chart below depicts the key Boise State project roles and the anticipated communication channels for the project.

**Figure 1: Boise State Project Organizational Chart**



### 5.2. CIBER Roles

The following roles will be provided by CIBER to execute the scope of work defined in this SOW.



Statement of Work

Table 2: CIBER Roles

Role	Role Description
Account Executive:	<p>The Account Executive will serve as the contract manager for this engagement, and will work with Boise State to resolve all resourcing needs and contractual or invoicing issues. Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Evaluates the integrity of the project scope.</li> <li>• Provides assistance with issue resolution.</li> <li>• Makes decisions pertaining to CIBER personnel.</li> <li>• Actively manages project issues, risks and the staffing and scheduling of CIBER personnel.</li> <li>• Resolves contract issues.</li> </ul>
Project Manager:	<p>CIBER's Project Manager is responsible for following CIBER's Methodology and for completing the project deliverables. Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Develops the initial project plan.</li> <li>• Establishes the following project controls to verify the quality of project deliverables and minimize disruption to the project schedule: <ul style="list-style-type: none"> <li>○ Change control</li> <li>○ Quality assurance</li> <li>○ Risk management</li> <li>○ Issue management</li> </ul> </li> <li>• Manages the day-to-day execution of CIBER services.</li> <li>• Provides weekly Status Reports to the Boise State Project Manager</li> </ul>





**Campus Solutions PeopleSoft Version 9.0  
upgrade**



**Statement of Work**

Role	Role Description
DBA/Security/PS Admin	<p>CIBER's DBA/Security expert is responsible for performing all technical DBA/PS Admin/Security tasks that are within CIBER's scope. Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Creation of Vanilla Campus Solutions split database.</li> <li>• Creation of copy of current production Campus Solutions split database.</li> <li>• Works with CIBER technical lead to address the integration points to accommodate the HCM/CS split.</li> <li>• Maintains daily contact with Boise State personnel.</li> <li>• Transfers knowledge to project team.</li> <li>• Provides technical guidance to the project team.</li> <li>• Assists with testing the Oracle/PeopleSoft system, during User and System Acceptance testing, to verify the system meets requirements.</li> <li>• Provides deployment support during the final Move to Production.</li> <li>• Provides weekly Status Reports to the CIBER/Boise State University Project Manager.</li> <li>• Security Assessment</li> </ul>



**Campus Solutions PeopleSoft Version 9.0  
upgrade**



**Statement of Work**

Role	Role Description
Functional Consultants:	<p>CIBER's Functional consultants provide functional guidance for all aspects of the upgrade/implementation, and will coordinate all functional upgrade/implementation tasks and activities with the CIBER Project Manager and client resources.</p> <p>Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Maintains daily contact with Boise State personnel.</li> <li>• Provides expertise and guidance in new or changed functionality in PeopleSoft version 9.0.</li> <li>• Assists in resolving gaps, whenever possible, and in retrofitting existing Boise State business processes and requirements into the new release.</li> <li>• Assists with setting up system tables for any newly implemented functionality.</li> <li>• Assists with testing the system during System Acceptance to verify the system meets requirements.</li> <li>• Reports project status, progress and issues to CIBER/Boise State's Project Manager in a timely manner.</li> <li>• Transfers knowledge to client staff.</li> <li>• Provides functional guidance to the client staff.</li> <li>• Provides options for issue resolution and identifies business process improvement opportunities.</li> <li>• Facilitates business process analysis and design.</li> </ul>



**Campus Solutions PeopleSoft Version 9.0  
upgrade**



**Statement of Work**

Role	Role Description
Technical Lead:	<p>CIBER's Technical Lead to provide technical guidance related to development review and retrofitting, and data conversion or cleansing (if needed).</p> <p>Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Maintains daily contact with Boise State personnel.</li> <li>• Transfers knowledge to project team.</li> <li>• Provides technical guidance to the project team.</li> <li>• Assists in resolving gaps whenever possible by recommending work-arounds, process improvements, or modifications.</li> <li>• Provides options for issue resolution and identifies business process improvement opportunities.</li> <li>• Assists with testing the Oracle/PeopleSoft system, during User and System Acceptance testing, to verify the system meets requirements.</li> <li>• Retrofits or modifies Oracle/PeopleSoft interfaces or integrations assigned.</li> <li>• Reports project status, progress and issues to the CIBER/Boise State University Project Manager in a timely manner.</li> </ul>
Technical Developers:	<p>CIBER's Technical consultants provide technical guidance related to custom development review and retrofitting, and data conversion or cleansing (if needed).</p> <p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Transfers knowledge to project team.</li> <li>• Retrofits or modifies Oracle/PeopleSoft interfaces or integrations assigned utilizing appropriate tools and technology.</li> <li>• Reports project status, progress and issues to the CIBER/Boise State University Project Manager in a timely manner.</li> </ul>

**Statement of Work**

Role	Role Description
Quality Assurance Lead	<p>Quality Assurance Lead will perform routine QA reviews throughout the project. The purpose of the QA reports will be the following:</p> <ul style="list-style-type: none"> <li>▪ Confirmation that the project is being managed in accordance with CIBER practices and methodologies.</li> <li>▪ Identifies measures of performance that can be monitored.</li> <li>▪ Provides opportunities for review and improvement of processes.</li> <li>▪ Leads to tighter control over the project.</li> <li>▪ Confirmation client objectives are being met.</li> <li>▪ Generates a joint agreement (client and CIBER) on acceptable quality, early in the project.</li> <li>▪ Provides early identification of any areas of dissatisfaction, allowing time for corrective action.</li> </ul>

## 6. Boise State University Roles and Responsibilities

If, during the execution of this engagement, roles and responsibilities defined herein cannot be fulfilled by Boise State University, CIBER will negotiate budget, schedule, or scope changes to address the deficiency in accordance with the Change Management process defined herein.

### 6.1. Boise State University Roles

The following roles will be provided by Boise State University to facilitate the scope of work defined in this SOW.

Boise State will allocate the following functional and technical resources to the project. Boise State University will provide a dedicated internal project manager and executive leadership to the project to ensure that the University is meeting and managing its obligations.

Role/Area	Maximum FTE	Requirements
Executive Sponsorship	Varies	Executive Sponsorship is required for a successful project. Executive participation varies widely depending on the meeting schedule, and could be as low as eight hours per



Statement of Work

Role/Area	Maximum FTE	Requirements
		month for each Executive. Participation must be higher at the beginning of the project (to build visibility and demonstrate support); during times when critical decisions must be reviewed and made; and during deployment.
Project Management	1.0	Project Management includes collaboration with the CIBER Project Manager to facilitate coordination of the University team, and scheduling and administration of all project activities. The Boise State Project Manager is responsible for the internal budgeting. Responsible for securing facilities and for significant project communication duties. Also monitors project progress and the quality of deliverables on an ongoing basis; reviews and approves deliverables prior to submission to Project Sponsors and helps to ensure consistency of activities and deliverables across teams. In collaboration with the CIBER Project Manager, communicates status and issues to Executive Steering Committee, ensures timely and adequate communication throughout the project team and creates and manages external communication strategy.
Functional Lead	5.0	Boise State will provide one dedicated functional lead for each functional area involved in the project. Subject Matter Experts (SMEs .25 FTE for each module) will be brought in as needed for the duration of the project.
Technical Lead	1.0	Collaborates with the CIBER Technical Lead to provide daily leadership to the University's technical resources and manages the University technical plan and schedule. Coordinates activities related to system security, and database administration. Responsible for coordination of activities related to interface, integration and software development efforts. With guidance from CIBER, mentors technical resources concerning methods, procedures, and



### Statement of Work

Role/Area	Maximum FTE	Requirements
		standards to be used during design, development, unit testing and change management phases of system development projects. Also assists with technical development effort when needed, and communicates issues and status information to Project Management.
Technical Developers	5.0	Technical developers perform the work of custom development remediation and data cleansing.
Database Administration	0.5	The Boise State University DBA will share joint responsibility with the CIBER DBA on database administration tasks.
System Administration and Network	0.1	Respond to issues and complete assigned tasks and service request by due dates set in the project plan.
Security	0.2	Respond to issues and complete assigned tasks and service request by due dates set in the project plan.
Trainer	1.0	Works with CIBER to develop training plan and create training documentation. Performs first training session with CIBER oversight.

## 6.2. Boise State University Responsibilities

Boise State University responsibilities will be coordinated by Boise State and CIBER Project Management. Boise State University is responsible for the following:

**Table 3:** Boise State University Responsibilities

Area	Project Responsibilities
------	--------------------------



Statement of Work

Area	Project Responsibilities
Data Protection	Boise State University is responsible for all physical, administrative, network, and electronic data protection required by applicable law for its facilities, operations, policies, and data, including without limitation, providing appropriate notices and systems of records required under applicable law. Boise State University is responsible for compliance with all legal requirements.
Project Resources	Boise State University is responsible to ensure that all resources are available for project tasks as defined in this SOW and the baseline work plan or other communicated schedule of activities. Boise State University will ensure that assigned personnel are skilled in relation to their assignments, are available with the authority to perform the work and make decisions, and they fully participate in completing the effort of each task.
Project Information	Boise State University will ensure that all information supplied to CIBER with respect to this effort is complete and accurate, to the best of its knowledge. Incomplete, inaccurate or erroneous information may impact the project scope, budget and schedule.
Knowledge Transfer	Boise State University must assign resources to actively participate in assigned project activities and meetings, and must adequately complete assigned project tasks.
On-site workspace	Boise State University is responsible for providing work areas and access to shared printers and conference facilities for on-site CIBER team members.
Executive Sponsorship	Boise State University will ensure that all Enterprise Roadmap projects are sponsored at the executive level, and support for the projects is currently in place.
Governance	Boise State University will adhere to an overall program governance structure for the Enterprise Roadmap projects. This will consist of a day-to-day leadership and project management support, a dedicated project manager and overall program director, a steering committee and an overall governance committee. These will be shared between all projects, and will be utilized as frequently as needed.
Licensed Modules for Campus Solutions	Boise State University will ensure that it stays current with all applicable licenses, including the following: Admissions, Academic Advisement, Financial Aid, Student Financials, Campus Community, Student Records, Outreach, Community Directory, Learning Management, Community Access, Involvement, Personal Portfolio, Learner Services



### Statement of Work

Area	Project Responsibilities
UPK Licenses and 10 developer licenses	Boise State University will stay current with its UPK licenses. Boise State is currently licensed for UPK to be leveraged in Boise State's production environment for PeopleSoft administrative users (400). Boise State currently owns content for all of our modules.
Other Enterprise Systems	Boise State University currently has a number of 3rd party applications for various systems around campus such as Blackboard, T2, Simplicity, and others. These applications need to integrate with Boise State's core PeopleSoft systems. Boise State will maintain current licenses for these systems, as well as, others may be identified or acquired over the course of this project.
PMO	Boise State University will utilize a common project management methodology throughout the Roadmap projects. To achieve this goal, a PMO resource will be added to the leadership team. The resource will work with Boise State University to insure commonality and standardization within all projects.

## 7. Project Tasks

This table below indicates CIBER's and Boise State's accountability for project activities: (A = Accountable, C = Contributor, CBR = CIBER, BSU = Boise State University)

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Project Charter Sessions	Interviews with BSU Project team, executives and stakeholders	CBR	BSU	Conduct and document interviews.	Schedule all interviews with BSU staff. Assist with note-taking.	Project Charter
Project Charter Review and Editing	Review and edit Project Charter drafts	CBR	BSU	Draft all Project Charter materials (strategies, controls, standards and procedures for managing	Review and provide edit and feedback for Project Charter drafts.	Project Charter





Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				the Project)and incorporate BSU edits from up to two edit cycles.		
Prepare Fit/Gap Schedule	Draft proposed Fit/Gap Schedule	CBR	BSU	Prepare proposed Fit/Gap schedule addressing all application areas in scope.	Revise Fit/Gap Schedule to accommodate BSU staff availability and needs.	Fit/Gap Schedules
Schedule Fit/Gap Sessions	Establish Fit/Gap session schedule and participants	BSU	CBR	Work with BSU to make sure all Fit/Gap activities have representation from all campuses.	Schedule BSU staff and facilities for Fit/Gap sessions. Communicate session schedule to stakeholders.	Fit/Gap Schedule
Fit/Gap Sessions	Fit/Gap Sessions	CBR	BSU	Conduct Fit/Gap sessions	Participate in Fit/Gap sessions. Provide BSU source Documentation such as configuration Documentation, desk procedure manuals and current reports.	Fit/Gap Document
Validate Fit/Gap	Secure validation of	BSU	CBR	Update Fit/Gap	Conduct Town Hall meetings or other	Validated Fit/Gap



Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Report	Fit/Gap report from BSU community (All Campuses).			report based on feedback from BSU Campuses.	validation activities to inform and gain agreement from the BSU campuses regarding the Fit/Gap recommendations.	Document
Configure Base System	Configure base System with BSU values	CBR	BSU	Lead configuration activities, and confirm all configuration tables are populated.	Participate in configuration activities. Complete configuration of tables under instruction from CIBER.	Configured Base System
Business Process Assessment	Define business processes and candidates for improvement using prior BSU BPR studies.	CBR	BSU	Draft Business Process Inventory.	Validate/edit Business Process Inventory. Survey users to determine effort and satisfaction ratings.	Business Process Inventory
Secure Final Scope Approval	Secure final scope Approval from university community.	BSU	CBR	Support Town Hall or other design Specifications validation activities	Conduct Town Hall or other design Specifications validation presentations to confirm that design Specifications are accurate and approved by BSU community	Approved Scope (in Fit/Gap document)
Project	Develop the final baseline	CBR	BSU	Update and create the	Review and provide input into tasks,	Detailed Project



Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Planning	detailed Project Workplan			detailed Project Workplan, and work with BSU to finalize.	resources, durations and sequencing of activities.	Workplan
Establish Hardware Environment	Establish Hardware Environment	BSU	CBR	Provide input to third-party hardware as needed.	Size, design, purchase and install hardware environment	PeopleSoft hardware environment
Install System Environment	Install Database Software and Operating Systems	BSU	CBR	None	Install Database software and Operating System to prepare for PeopleSoft install	Installed Database and Operating System Software
Install PeopleSoft Instances	Install PeopleSoft Instances	CBR	BSU	Install or Review PeopleSoft and Web environment, and create SYS and DMO	Participate in install in order to gain knowledge for additional instance creation.	Initial, tuned PeopleSoft Environment with 2 database instances
Create additional instances	Create additional PeopleSoft database instances	BSU	CBR	Provide transfer of Know-How to enable BSU to self-install data-base instances. Provide troubleshooting and guidance as	Create additional instances as needed during implementation	Additional PeopleSoft Database Instances



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				necessary.		
Define data conversion strategy and plan	Define all in-scope data conversion targets, and the method and tools to be used for ETL	CBR	BSU	Lead sessions to identify all in-scope data conversion sources. Work with BSU technical staff to define common file formats.	Inventory all possible data sources for conversion. Work with CIBER to define common file format.	Project Charter: Data Conversion Strategy; and Conversion Plan
Develop Functional/ Technical Specification for CIBER assigned Interfaces defined in this SOW	Create Specifications for Interfaces	CBR	BSU	Provide template for all Custom Development. Complete Specifications for all CIBER-assigned Interfaces.	Provide support and comments to plan  Review and approve Specification.	Interface Functional/ Technical Specifications
Develop Functional/T echnical Specification for BSU-assigned Interfaces	Create Specifications for Interfaces	BSU	CBR	Provide template for all Custom Development. Provide guidance and review of all BSU-created Specifications .	Complete all Specifications for BSU-assigned Interfaces using CIBER template.	Interface Functional/ Technical Specifications
Develop Interfaces assigned to	Develop and test Interfaces	CBR	BSU	Develop all assigned Interfaces. Work with	Conduct code review. Review and validate technical solution	Technical Solution for Interfaces



Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
CBR				any 3rd party software providers as needed.	Documentation.  Work with any 3rd party software providers as needed.  Provide support, comments and testing support	
Develop Interfaces assigned to BSU	Develop and test Interfaces	BSU	CBR	Provide guidance and review of Documentation and code for all BSU-created Interfaces.	Develop all BSU-assigned Interfaces.	Technical Solution for Interfaces
Testing for Interfaces	Testing for Interfaces	BSU CBR	CBR BSU	Assist, Participate, and Support Testing	Conduct Testing of all Interfaces	Technical Solution for Interfaces
Security Strategy	Define high-level security strategy	CBR	BSU	Conduct security overview process.	Participate in interviews and provide information on current security policies and practices.	Security Strategy
Security Templates	Provide security	CBR	BSU	Provide template and training on	Understand security template and	Security Templates



Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
	template			how to complete it	complete it	
Security Plan	Define detailed steps required to implement security	CBR	BSU	Define detailed tasks and responsibilities to implement security.	Take responsibility for carrying out the plan.	Security Plan
Security Design	Functional Security Design within PeopleSoft	CBR	BSU	Define functional design for Application, Query, Process and Access Security	Participate in defining security design.	Functional Security Design and Matrices
Application Security	Build, Document and Implement security	BSU	CBR	Advise as needed for interpretation of security recommendation.	Build and Implement security.	Permission Lists and Roles
Define Testing Strategy	Define Testing Strategy	CBR	BSU	Provide a testing strategy template based on CIBER experience with other	Review and contribute to Testing Strategy.	Project Charter: Testing Strategy



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				clients.		
Define Test Plan	Define Test Plan including performance testing	CBR	BSU	Provide templates and draft the test plan. Work with BSU to complete test scenarios and finalize test plan.	Work with CIBER to complete test scenarios and finalize test plan.	Test Plan
Define Test Cases	Define Test Cases	CBR	BSU	Identify all test cases	Review and validate CIBER identified test cases.	Identified Test Cases
Develop Test Cases	Develop Test Cases	BSU	CBR	Provide a template and review test cases and provide feedback.	Develop actual test cases.	Test Cases
Conduct Functional Testing	Conduct Testing as outlined in the Test Strategy and Plan	BSU	CBR	Assist with BSU-led functional testing	Participate in functional testing	Completed tests
Acceptance	Confirm test completion and results	BSU		None	Approval and signature on Acceptance Form	Acceptance Document
Review Batch Process Schedule	Review Batch Process Schedule	CBR	BSU	Confirm Batch Process Schedule for all processes	Review and take ownership of schedule at deployment.	Batch Process Schedule



## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				scheduled at deployment.		
Load Testing	Load Testing	BSU	CBR	Assist with Load Testing	Perform Load testing using OpenLoad	Load Testing completed
Assess Readiness	Deployment Use Readiness Assessment	CBR	BSU	CIBER will assess institutional readiness to Deployment Use and recommend corrective actions where needed.	BSU will work with CIBER to address any issues identified.	Readiness Assessment
Plan Cutover	Plan Deployment Use cutover	CBR	BSU	CIBER will provide a template based on CIBER materials and will work with BSU to define events and responsibility.	BSU will work with CIBER to plan for cutover.	Cutover Event Schedule
Conduct "Go, No-Go" Meeting	Conduct "Go, No-Go" Meeting	BSU	CBR	Provide input to "Go, No-Go" Meeting	Conduct "Go, No-Go" Meeting	Cutover decision
Execute Cutover	Execute Cutover	BSU	CBR	Support cutover	BSU will execute the cutover with support from CIBER.	Cutover
Post	Provide 2	CBR	BSU	Post-	Manage issue	





Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
implementation Support	weeks of post-implementation support			implementation on-site support	resolution Resolve BSU-assigned issues	
Define Training Strategy	Define Training Strategy for all Project members	CBR	BSU	Provide templates and guidance for appropriate training and timing of training.	Participate in defining Training Strategy.	Project Charter: Training Strategy
Define Training Plan	Define detailed Training Plan for end users	CBR	BSU	Provide templates and guidance on recommended courses.	Provide information on end users, facilities.	Training Plan
Training Content	UPK content customized for BSU use	BSU	CBR	Provide input and guidance in developing and modifying UPK content. CIBER will work with BSU in developing content.	Develop custom UPK content	Training Content
Conduct End-User Training	Conduct End-User Training	CBR BSU	CBR BSU	Conduct initial training sessions, provide feedback, and provide	Schedule classes and attendees. Assist in delivering and assess training as much as possible. Learn how to	Trained End Users



### Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				templates for assessing success of training.	independently conduct training.	

## 8. Project Change Management

The following Project Change Management process will be used to manage alterations to the baseline scope, schedule, and cost of the project or changes to any other aspect of the project that has a potential impact to the project's scope, schedule, or cost.

1. Notification of intended changes will be communicated in writing via a Project Change Request (PCR) form and provide justification for the change and the impact to the project's scope, schedule, and cost.
2. The Boise State University approver will approve or reject the change request within three (3) business days from the receipt of the Project Change Request form.
3. If the Boise State University approver does not approve or reject the change request within three (3) business days from the receipt of the Project Change Request form and does not communicate a timeframe in which a decision will be made, the requested change will be considered deferred:
  - a. The change request status will be logged, tracked and managed as a 'deferred' request.
  - b. Work will progress without incorporating the requested change into the work plan.
  - c. Where an approval or rejection decision is necessary for the project to progress, the change request decision will be escalated as a project issue.
4. For change requests that are outside the stated project scope, the Boise State University approver will authorize budget and/or schedule allowance for CIBER on a time and materials basis for the initial analysis of a change request.
5. CIBER and Boise State University will work to resolve disputes regarding the 'in scope' or 'out of scope' classification of work according to the *Dispute Resolution* clause of the Agreement.

The following persons have been designated as the approvers of change requests for the project:



## Statement of Work

CIBER, Inc.

Boise State University

Name: Jeff Beech

Name: Max Davis-Johnson or Designee

Title: Delivery Director

Title: Associate Vice President of OIT

## 9. Project Schedule

The following project schedule is based upon an anticipated start date of <<Month, Day, Year>>. Any change to this start date or any other specified date in this SOW will affect schedule and deliverable dates accordingly. All dates displayed are estimated and will be affirmed during the planning process of the engagement. Updated milestones and dates will be identified during the project planning phase.

**Figure 2: Project Schedule**

Number	Milestone	Estimated Completion
1	Discovery - Project Charter Complete	Month 2
2	Delta/Fit Gap Documentation Complete	Month 4
3	Configuration Documented	Month 5
4	Customization Review Complete	Month 5
5	Retrofit Customizations Complete	Month 7
6	Integration Testing Complete	Month 8
7	User Acceptance Complete	Month 9
8	Go-Live Acceptance	Month 10
9	Project Acceptance	Month 11

## 10. Project Price

This engagement will be invoiced per the terms of the Agreement.

In line with professional practices CIBER has used due diligence and depended upon the accuracy of the information provided by Boise State University to estimate and price the scope of this work. Incomplete, inaccurate or erroneous information may cause an increase in contract price and schedule.



## Statement of Work

If it is necessary to exceed the scope of this engagement, CIBER will inform Boise State University via the Project Change Management process defined herein. All changes to project cost and schedule will be agreed upon with Boise State University and documented and approved via a Change Request Form.

Fixed Price Project total: \$1,426,500

### PAYMENT SCHEDULE

Payments (monthly payments to be billed at end of month)	Amount	Estimated
Initial Payment	\$103,700.00	Month1
Monthly Progress Payment	\$103,700.00	Month 1
Monthly Progress Payment	\$103,700.00	Month 2
Project Charter Completed	\$44,000.00	Month 2
Monthly Progress Payment	\$103,700.00	Month 3
Monthly Progress Payment	\$103,700.00	Month 4
Fit Gap Documentation Completed	\$50,000.00	Month 4
Monthly Progress Payment	\$103,700.00	Month 5
Configuration Documented	\$44,000.00	Month 5
Monthly Progress Payment	\$103,700.00	Month 6
Monthly Progress Payment	\$103,700.00	Month 7
Monthly Progress Payment	\$103,700.00	Month 8
Integration Testing Completed	\$44,000.00	Month 8
Monthly Progress Payment	\$103,700.00	Month 9
User Acceptance Testing Completed	\$44,000.00	Month 9
Monthly Progress Payment	\$103,700.00	Month 10
Project Acceptance	\$59,800.00	Month 11

## 11. Approvals

The terms and conditions of this SOW, including all rates and pricing provisions, shall not be binding on CIBER unless this SOW is signed by the authorized representatives of both CIBER and Boise State University.



Campus Solutions PeopleSoft Version 9.0  
upgrade



Statement of Work

---

IN WITNESS WHEREOF, the parties have executed this SOW on the date or dates indicated below.

BY:

BY:

CIBER, Inc.

Boise State University

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment 3

## Boise State Contract Summary Project 2 Campus Solutions

Cost Summary	
	<p>Project total \$1,426,500 – Based on scope and timeline as defined in the Statement of Work dated 9/15/2011. If additional effort is required due to scope or other changes the process outlined in Risk Plan will be followed.</p>
Scope Statement	
	<p>CIBER's scope will include project management, and functional and technical consulting to support the Enterprise Systems Roadmap Campus Solutions project. This will include the following specific activities:</p> <ol style="list-style-type: none"> <li>1. CIBER will provide project management, and functional and technical consulting as specified in the Statement of Work.</li> <li>2. CIBER functional consultants will provide fit/gap review sessions to members of the Boise State University Enterprise Systems Roadmap Campus Solutions team. These sessions will require approximately two weeks to complete for each module (including documentation). The sessions will provide details of the differences in the functionality and usage between what Boise State University is currently using and what is actually delivered in Oracle/PeopleSoft 9.0. Fit/Gap sessions will be handled for the following modules listed below: <ul style="list-style-type: none"> <li>➤ <b>Academic Advising</b></li> <li>➤ <b>Admissions</b></li> <li>➤ <b>Campus Community</b></li> <li>➤ <b>Financial Aid</b></li> <li>➤ <b>Student Financials</b></li> <li>➤ <b>Student Records</b></li> </ul> </li> <li>3. CIBER will provide functional consulting in order to evaluate business processes, test new and changed functionality, analyze and retrofit customizations and for go-live activities.</li> <li>4. CIBER will provide technical consulting to analyze, retrofit or remove customizations and to work on interface and integration points.</li> <li>5. CIBER will provide Database Administration and PeopleSoft Administration.</li> </ol>

6. CIBER plans to assign the following resources to this project:

Role	Name
Project Manager	Tony Otakpor
Admissions	Roselyn Fletcher
Student Records/AA	Genelle Charette
Student Financials	Sheena Porter
Financial Aid	John Tinney
DBA/Security Lead	Arthur Wharton
CS Tech	David Eggleston

- Any changes to project resources must be approved in advance by Boise State.
- The project manager is expected to be assigned to the project for the duration. Exceptions to this would be for circumstances beyond the control of CIBER, such as a medical situation, or the resource leaving the company or a similarly serious scenario.

**Dominant Measurements**

- Significant Reduction in Customizations, percentage to be mutually determined during planning phase
- All business processes and associated customizations documented to a mutually agreed uniform standard
- Complete Business process review, fit/gap, and documentation for all modules
- Successful separation of HCM and CS environments
- Successful integration of HCM and CS environments. Message failure rate between HCM and CS is less than 0.01%.
- Successful re-implementation of CS 9.0 environment with delivered functionality supporting processes identified in business process and customization review in Phase 1 of the project implementation.
- End user training completed on all new or retrofitted processes
- Implementation of a refunding solution
- Successfully reach all milestones listed in the Milestone Schedule, below, within the timelines established in the documented and approved project plan.
- Knowledge transfer to Boise State on the PeopleSoft 9.0 new functionalities
- Complete Business process review for all modules
- 90% Customer Satisfaction as measured by PIPS survey instrument

**Risk & Mitigations**

See attached Risk Mitigation Plan



	<ul style="list-style-type: none"> <li>The post award contract will be managed using the weekly risk reporting system (WRR) described in the best value procurement process. The purpose of the WRR is to allow the Bidder to manage and document all risks that occur throughout a project. Risk is defined as anything that impacts project cost, quality or project schedule. This includes risks that are caused by the Bidder (or entities contracted by the Bidder), and risks that are caused by the University (scope changes, unforeseen conditions, etc). The University's project manager may also require the Bidder to document risks that may impact customer or the University satisfaction. The full risk mitigation plan is attached to the Master Consulting Services Agreement.</li> <li>Ineffective Project Management - CIBER Project Manager will work closely with Boise State Project management to ensure project management methodologies and best practices are followed.</li> <li>Lack of Project Controls - Our first order of business on a new project whether it is an upgrade or a new implementation is to conduct a Project Charter. The Project Charter Process is a crucial first step in every project. It establishes a foundation for the project by ensuring that all project participants share a clear understanding of the project goals and objectives and agree on how these objectives will be achieved.</li> <li>Lack of Boise State University resources available to the project - CIBER project management will have a detailed plan defining the exact needs and duration for different Boise State resources. By identifying these needs early, Boise State will be able to plan accordingly to maximize the available time of Boise State resources.</li> </ul>		
Milestone Schedule	Taken from Statement of Work		
	Number	Milestone	Estimated Completion
	1	Discovery - Project Charter Complete	Month 2
	2	Delta/Fit Gap Documentation Complete	Month 4
	3	Configuration Documented	Month 5
	4	Customization Review Complete	Month 5
	5	Retrofit Customizations Complete	Month 7
	6	Integration Testing Complete	Month 8
	7	User Acceptance Complete	Month 9

	8	Go-Live Acceptance	Month 10
	9	Project Acceptance	Month 11
<b>Assumptions</b>			
	<p>Boise State will:</p> <ul style="list-style-type: none"> <li>• Provide access to all people and information necessary to complete the defined project tasks.</li> <li>• Provide the CIBER Consultants with access to the PeopleSoft System and supporting systems and hardware where necessary to complete the defined project tasks.</li> <li>• Provide the appropriate workspace, printer access, phone access, PC, VPN, and network connections for the CIBER Consultants.</li> <li>• Agree that all scope changes, role changes, development / testing methodology changes, project timeframe changes, and any other major change which could affect the outcome, timeframe, or cost of the project must be approved in writing by both CIBER and Boise State.</li> <li>• Promptly make decisions per the Statement of Work</li> </ul>		
<b>Term &amp; Conditions</b>	See Master Agreement and Statement of Work		

Attachment 4

## Risk Management Plan for Campus Solutions Contract with Boise State

Risk	Likelihood	Impact	Mitigation Strategy
1.1 Ineffective Project Management from BSU	Low	Low	<p>CIBER and Boise State University (BSU) need to provide effective Project Management for this project to succeed. This will require a full-time dedicated Boise State Project Manager who has the proper Project Management skills, internal support, and communication skills to be effective.</p> <p>If the BSU Project Manager is ineffective the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 BSU will resolve any CIBER identified issue within 5 days.</li> <li>2 If the identified issues cannot be resolved, BSU will replace the Project Manager within 10 days.</li> <li>3 If BSU is unable to find and allocate a replacement Project Manager, CIBER will provide a project manager/administrator to temporarily or permanently replace the BSU Project Manager for additional charge per the Resource Matrix Rate Schedule below.</li> </ol>
1.2 Lack of adherence to Project Controls identified in the Project Charter	Low	High	<p>The project management needs to prepare and adopt a Quality Assurance Strategy as part of the Project Charter that includes periodic monitoring and assessment of the effectiveness of Project Controls and include the monitoring and improvement tasks as part of the Project Plan.</p> <p>If the project controls identified in the Project charter are not adhered to by BSU the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 CIBER will recommend alternative remedies.</li> <li>2 BSU will resolve any CIBER identified issue within 5 days.</li> <li>3 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to such issue.</li> <li>4 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>5 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
1.3 Lack of Boise State University resources available to the project.	Medium	Low-High	<p>CIBER will develop a detailed Project Plan defining the exact BSU resource requirements including schedule and duration. If BSU does not provide the required resources as identified in the Project Plan the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 BSU will resolve any CIBER identified issue within 5 days.</li> <li>2 If the identified issues cannot be resolved, BSU will replace the resource within 10 days</li> </ol>

Risk	Likelihood	Impact	Mitigation Strategy
			<ol style="list-style-type: none"> <li>3 If BSU is unable to find and allocate a replacement resource, CIBER will provide a Subject Matter Expert to temporarily or permanently replace the BSU resource for additional charge per the Resource Matrix Rate Schedule below.</li> <li>4 If BSU does not remedy the resource shortage, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to such issue.</li> <li>5 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>6 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
1.4 Resistance to Change	High	Medium	<p>Resistance to change is mitigated through transparency and open communications. CIBER will assist BSU in addressing any identified resistance to change, BSU needs to:</p> <ul style="list-style-type: none"> <li>• Conduct quarterly project updates on the current status of the project.</li> <li>• Communicate regularly with the University community on the potential impacts of the project.</li> <li>• Involve the campus continually and consistently to develop positive rapport and understanding to achieve quick turnaround requirements.</li> <li>• Follow escalation plan as stated in the Project Charter.</li> <li>• Maintain executive support.</li> </ul> <p>Resistance to change can negatively impact project progress and might be manifested in performance outcomes such as slow/late acceptance of deliverables, lack of sufficient effort and attention in testing, and ineffective training participation.</p> <p>If a BSU resource is resistance to change, the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 BSU will work with the individual to resolve the issue.</li> <li>2 If efforts to resolve the issue with the individual are unsuccessful, BSU will escalate the issue to the BSU Project Manager for resolution.</li> <li>3 If BSU Project Manager's efforts to resolve the issue are unsuccessful, the BSU Project Manager will escalate the issue to the Steering Committee for resolution.</li> <li>4 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to the change resistance issue.</li> <li>6 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> </ol>

Risk	Likelihood	Impact	Mitigation Strategy
			5 Relief of applicable performance obligations will include partial payment of completed deliverables.
1.5 Lack of commitment and participation to achieve knowledge gain towards self-sufficiency	Medium	Low AND High	<p>The project management team needs to monitor daily/weekly attendance and participation of BSU designated team members. All team members need to report their accomplishments each week, their task assignment progress, their progress towards achieving individual objectives, and any issues or concerns they may have relating to the status and progress of the project.</p> <p>If BSU resource lacks commitment and participation, the following steps will be taken:</p> <ol style="list-style-type: none"> <li>1 BSU will work with individual to resolve the issue.</li> <li>2 BSU will escalate issue to BSU Project Manager for resolution.</li> <li>3 If BSU is unable to provide the business knowledge know-how CIBER will provide functional or technical consultants to meet the requirements for additional charge per the Resource Matrix Rate Schedule below.</li> <li>4 CIBER will be relieved of any responsibility to repeat any previously completed work.</li> </ol>
1.6 BSU's IT staff failing to complete database backups and refreshes per the project plan.	Low	High	<p>Project Management team will monitor all BSU IT staff support tasks and take remedial action immediately upon discovery of any lapse, effectiveness, or contention for resources.</p> <p>If BSU IT resources fail to complete database backup and refreshes escalation the following steps will be taken:</p> <ol style="list-style-type: none"> <li>1 BSU will escalate the issue to BSU Project Manager to resolve the issue.</li> <li>2 If BSU is unable to resolve the issue, CIBER will provide a technical consultant for an additional charge per the Resource Matrix Rate Schedule below.</li> <li>3 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to the issue.</li> <li>7 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>4 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
1.7 New equipment/software procurement, delivery, and setup delays "new Red Hat environment"	Low	High	BSU currently has a multi-platform environment consisting of eight IBM RS6000 servers (using AIX 5.2 and Oracle 11g) which run the University's PeopleSoft development, test, and production database and application servers. During fiscal year 2012, BSU will upgrade the infrastructure for the PeopleSoft enterprise systems to Intel-based platforms running Red Hat

Risk	Likelihood	Impact	Mitigation Strategy
			<p>operating systems, with Oracle 11g for the databases.</p> <p>If BSU upgrade to the new infrastructure environment creates any delays to the Campus Solutions upgrade tasks, the following escalation process will be followed:</p> <ol style="list-style-type: none"> <li>1 CIBER will work with the BSU Project Manager to resolve the issue.</li> <li>2 BSU will empower the Infrastructure Team to resolve the issue.</li> <li>3 If necessary, BSU Project Manager will escalate to Steering Committee for resolution.</li> <li>4 If BSU is unable to resolve the issue, CIBER will provide a technical consultant for an additional charge per the Resource Matrix Rate Schedule below.</li> <li>5 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to the issue.</li> <li>6 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>7 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
1.8 Lapsed hardware or software support contracts	Low	Medium	<p>BSU will maintain current hardware and software support contracts to provide the necessary on-going support required from Oracle during this project.</p> <p>If BSU hardware or software support lapses during the course of this project that leads to project delays the following will occur:</p> <ol style="list-style-type: none"> <li>1 CIBER will work with the BSU Project Manager to resolve the issue</li> <li>2 BSU Project Manager will escalate the issue to Steering Committee for resolution</li> <li>3 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to the issue.</li> <li>4 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>5 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
1.9 Data Conversion (Academic Structure)	Low	High	<p>If the Academic structure is completely redefined the data conversion effort will be larger than currently scoped.</p> <p>If this occurs:</p> <ol style="list-style-type: none"> <li>1 CIBER will escalate the issue to BSU project manager.</li> <li>2 BSU can assign additional resources to this conversion task.</li> </ol>

Risk	Likelihood	Impact	Mitigation Strategy
			<ol style="list-style-type: none"> <li>3 CIBER will provide BSU with a Project Change Request Form.</li> <li>4 If BSU is unable to provide a resource, CIBER will provide a technical consultant for an additional charge per the Resource Matrix Rate Schedule below.</li> </ol>
1.10 Data integration on HCM/FIN after the split	Medium	High	<p>After the HCM/CS database split, If additional CIBER integration support is needed by BSU the following will occur:</p> <ol style="list-style-type: none"> <li>1 CIBER will escalate the issue to BSU project manager.</li> <li>2 BSU can assign a resource to this conversion task.</li> <li>3 If BSU is unable to provide a resource, CIBER will provide a technical consultant for an additional charge per the Resource Matrix Rate Schedule below.</li> </ol>
1.11 Lack of client executive support for project.	Low	Medium	<p>Key BSU executives need to actively participate in project activities from start to finish. The Steering Committee needs to include representation and active participation from executive stakeholders. The project management team needs to routinely and consistently communicate project status and issues to the executives.</p> <p>If lack of BSU Executive Support results in deliverable review delays and delayed decision making, the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 CIBER will escalate issue to BSU Project Manager for a decision.</li> <li>2 BSU Project Manager will escalate to Steering Committee for remedy.</li> <li>3 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to the issue.</li> <li>4 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>5 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
1.12 Need for completely revamp of security	Low	Medium	<p>If the Campus Solutions security is completely redesigned the effort will be larger than currently scoped. If this occurs:</p> <ol style="list-style-type: none"> <li>1 CIBER will notify the BSU Project Manager of the scope change using the Project Change Request Form.</li> <li>2 BSU can assign a resource to the security setup task.</li> <li>3 If BSU is unable to provide a capable resource, CIBER will provide a Subject Matter Expert to temporarily or permanently resource for additional charge per the Resource Matrix Rate Schedule below.</li> </ol>
1.13 Changes to State or Federal	Low	Medium	If there is a Federal or State mandated requirement identified after the Fit/Gap documents are



Risk	Likelihood	Impact	Mitigation Strategy
requirements			<p>finalized, this will result in an out of scope business requirement. If this occurs:</p> <ol style="list-style-type: none"> <li>1 BSU can assign a resource to work on the Federal or State requirements.</li> <li>2 CIBER will provide BSU with a Project Change Request Form.</li> <li>3 CIBER will provide Technical/Functional consultant for an additional charge per the Resource Matrix Rate Schedule below.</li> </ol>
1.14 Delays to overall project schedule	Medium	Medium	<p>CIBER has proposed an 11 month project and is confident that its deliverables can be completed in 11 months. However, the current timing could involve going live in August which is not practical for a student system. As such the final timing will be determined during the project plan development during phase one. If CIBER has completed its deliverables and BSU elects to delay cutover from the date documented in the project plan, there is a risk that additional support outside of the initial scope may be required. If BSU chooses to delay cutover BSU will notify CIBER and identify the additional support required. If this occurs:</p> <ol style="list-style-type: none"> <li>1. BSU can assign internal resources to provide the additional support</li> <li>2. CIBER will provide BSU with a Project Request Form</li> <li>3. CIBER will provide Technical/Functional consultant for additional charge per the Resource Matrix Rate Schedule below.</li> </ol>

**Resource Matrix Rate Schedule**

Role	Rate
Project Management	\$170.00
On Site Functional Consultant	\$170.00
On Site Senior Technical Consultant	\$170.00
On Site Technical Consultant	\$150.00
Off Site Functional Consultant - Global Delivery	\$75.00
Off Site Senior Technical Consultant - Global Delivery	\$75.00
Off Site Technical Consultant - Global Delivery	\$50.00

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Extension of building lease at 220 Parkcenter Boulevard

**REFERENCE**

April 2008

Board approved lease agreement

April 2009

Board approved request to make improvements to  
Yanke Family Research Park

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.  
Section 67-5708, Idaho Code

**BACKGROUND/DISCUSSION**

In April 2008, the Board approved Boise State University's request to enter into an agreement with the Boise State University Foundation for the lease of a 80,000 sq. ft. office building located at 220 East Parkcenter Boulevard (Yanke Family Research Park).

The Foundation acquired the property with the assistance of the seller providing the property as part gift and part sale, plus a lead pledged donation of \$5 million towards the \$7 million purchase price.

Section B.3. of the lease agreement (Attachment 1) provides for the extension of the lease beyond its initial three-year base term by the mutual agreement of both parties. The University and Foundation mutually agree and desire to exercise the right to extend the lease.

**IMPACT**

The University will exercise its right to extend the lease for an additional two years. This will extend the lease through October 2013, which is the maturity date for the debt service for the property. It is expected at that time the principal remaining on the loan will be approximately \$2 million. The University will continue to work with the Foundation to raise funds to purchase the facility during this time period. The University will also develop a contingency plan to fund the remaining balance using institutional funds should fundraising efforts fall short.

The total cost of this extension is a maximum of \$350,000. Per the agreed upon Board approved lease, the lease payments made by the University to the Foundation are equal to the interest-only payments the Foundation is making for the debt issued to purchase the property. As the Foundation continues to receive gift funds for this property, the loan's outstanding principal balance is reduced and therefore the corresponding interest amount decreases.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

---

When the debt has been fully satisfied, property ownership will be transferred from the Foundation to the University. The University has made significant improvements to the property and continues to have a significant interest and value in the property.

Pursuant to Board policy and Idaho Code, leases are procured through the Department of Administration. The University will coordinate with the Department of Administration for the lease extension.

**ATTACHMENTS**

Attachment 1 – Lease Agreement

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

In light of historically low interest rates, the Board may desire to know the rate the Foundation secured in 2008 on its purchase money loan for the property. The Board may also benefit from a report on gift funds pledged or received (beyond the original \$5M) to date for this property. Nothing in the lease would prevent the university and Foundation from mutually agreeing to extend the lease a second time beyond October 2013, however, as noted above, the Foundation's note on the property matures on that date.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to exercise the option to extend the lease for the property located at 220 Parkcenter Blvd. through October 2013.

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

**LAND AND BUILDING LEASE  
BETWEEN THE BOISE STATE UNIVERSITY FOUNDATION, INC. AND  
BOISE STATE UNIVERSITY**

This Agreement is made and entered into this 8<sup>th</sup> day of August, 2008 by and between Boise State University, a state institution of higher education, and the Boise State University Foundation, Inc, a non-profit corporation and State Board of Education recognized affiliated foundation of Boise State University.

**RECITALS**

WHEREAS, Boise State University (the "University") and Boise State University Foundation, Inc. (the "Foundation") are mutually interested in the acquisition of the real property located at 220 ParkCenter Boulevard, in Boise City, Ada County, Idaho; and,

WHEREAS, the University and the Foundation work cooperatively on numerous issues related to the goals of Boise State University; and,

WHEREAS, the Foundation has agreed to purchase the property located at 220 ParkCenter Boulevard; and,

WHEREAS, as a condition of the purchase of the property, the seller has required that the property be used for University use, and the Foundation desires to purchase the property for University purposes; and,

WHEREAS, in connection with the purchase of the Property, the University has agreed to reimburse certain of the Foundation's costs of the acquisition as further set forth in this Agreement; and,

WHEREAS, the Foundation and the University have agreed that the University will lease the property from the Foundation as further set forth in this Agreement; and,

WHEREAS, the Foundation and the University have further agreed that the University will deed the property to the University following the term of the lease as further set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants above recited and herein contained, the parties hereby agree as follows:

**A. ACQUISITION OF PROPERTY BY FOUNDATION**

1. The Foundation shall acquire a parcel of land consisting of approximately 8 acres with a building of approximately 80,000 square feet located at 220 Park Center Boulevard, in Boise City, Ada County, Idaho (the "Property") pursuant to the

terms of that certain Agreement of Purchase, Sale and Charitable Donation dated June 23, 2008, and all exhibits to such agreement (collectively, the "Purchase Agreement") attached as **Exhibit A**.

2. The cash purchase price of the Property is \$7,000,000. The Foundation has received a pledge of \$5,000,000 towards the purchase price and \$1,000,000 of that amount has already been paid to the Foundation. The Foundation shall apply the \$1,000,000 already donated to it for the purchase of the Property and shall finance the remaining \$6,000,000 via an interest only loan. The Foundation will make reasonable efforts to obtain an interest rate of five percent (5%) or less for such loan.
3. The Foundation shall apply all future donations that are designated toward the purchase of the Property to the principal of the purchase money loan.

#### **B. LEASE OF PROPERTY TO THE UNIVERSITY**

1. The Foundation shall lease the Property to the University and provide the University with the quiet enjoyment of the Property during the term of this lease commencing on the date on which the Foundation acquires ownership of the Property (the "Effective Date").
  - a. The University shall, as rent, pay (i) the interest accrued on the purchase money loan as such sums become due to the Foundation, (ii) any loan fees or other costs, fees and expenses associated with the financing of the Foundation's purchase of the Property, and (iii) any and all expenses incurred by the Foundation in connection with the Property ("Additional Expenses"), including, without limitation, any insurance costs paid by the Foundation, closing costs associated with the purchase of the Property, and any property tax(es) against the Property assessed, incurred and/or becoming due and payable on or before December 31, 2008, provided that the Foundation will incur no such costs without the prior consent of the University, and such consent will not be unreasonably withheld and shall be provided as timely as possible. The intent of the parties is that the University cover all, but only all and no more, of the Foundation's interest obligation on its purchase money loan for the Property, plus all Additional Expenses.
  - b. By way of example, if the outstanding loan balance in year one is \$6,000,000 and the interest rate is 5%, then the University shall pay \$300,000 in rent that year (plus any Additional Expenses), but if the outstanding loan balance in year two of the lease is paid down to a sum of \$5,000,000, then the rent payment obligation of the University will be \$250,000 for that year (plus any Additional Expenses).

2. The University will take immediate possession of the Property on the Effective Date, and such date shall be the first day of this lease. The University shall remain in continuous, uninterrupted possession and control of the Property post closing and through the term of the lease provided for herein. The University shall not assign or sublet this lease, except as follows: The University may assign or sublet portions of the Property during the term of this lease to entities it partners with on projects related to a University purpose, so long as (i) any use of the Property by any third party is in compliance with the terms of this Lease and the Purchase Agreement, and (ii) the Foundation provides prior consent to the lease or sublease of the Property, which consent will not be unreasonably withheld.
3. The initial term of this lease shall be for three years from its start date. Nothing herein shall be construed as to prohibit the parties to extend the term of this lease by mutual agreement and pursuant to any approval required by the State Board of Education.
4. The University acknowledges and agrees that the Property may be used only for the purposes set forth in the Purchase Agreement, which are primarily for educational and research purposes (the "Permitted Use"), and such incidental uses related to the Permitted Use including (without limitation) (i) faculty meetings, (ii) community informational meetings, and (iii) general office use in direct support of the educational and research endeavors.
5. During the term of the lease, the University's use of the Property shall at all times be in compliance with all law applicable to the University or the Foundation.
6. The Foundation shall secure all insurance for the Property, and the University shall, as part of the Additional Expenses, reimburse the Foundation all costs paid for insurance. To the extent any loss on or of the Property is not covered by the Foundation's insurance, the University shall bear all risk of loss of the improvements on the Property. If the buildings or improvements are destroyed or rendered unusable by an event covered by the Foundation's insurance, the proceeds of such insurance shall belong to the Foundation.
7. The University does hereby agree to indemnify and defend the Foundation from and against any and all claims in any way related to the Property or its use by the University or any person or entity. This indemnification is intended to be construed as broadly as possible, and shall relate to any claims whatsoever involving the Property and its use, extending, without limitation, to claims that result from the University's breach of any provision in this lease as well as claims that do not result from the University's breach of any provision of this lease. Nothing in this Agreement shall be construed as to obligate the University beyond the limits of the Idaho Tort Claims Act.

8. The University shall be responsible for all maintenance, utility, repair and operational expenses of the Property. The University shall use its sole discretion in what maintenance or repair is required and shall perform the same at its own expense; provided, however, that the University shall keep the Property in good operating condition at all times during the term of this Lease, and agrees to promptly repair and restore the Property to a condition as good as received by the University from the Foundation or as thereafter improved, reasonable wear and tear excepted. All costs, utilities, assessments or any other obligation associated with the use and occupation of the Property shall be borne by the University. The University shall be allowed to make such changes or improvements to the Property as it sees fit, so long as (i) the changes or improvements themselves do not cause the value of the Property to fall below the purchase money loan obligation of the Foundation, (ii) all changes or improvements are made in accordance with any laws applicable to the University or Foundation, and (iii) none of the changes and improvements violate the terms of the Purchase Agreement. The University shall maintain and operate the Property in accordance with all applicable laws, rules, codes and regulations of any applicable governmental entity(ies), including without limitation the Americans With Disabilities Act of 1990, as amended from time to time (the "ADA"). The University shall not enter into any change of use of the Property, whether approved by the Foundation or not, if such change in use would result in increased liability of the Foundation under the ADA or any shifting of liability between the University and the Foundation as a result of any such change of use. The University shall indemnify and hold the Foundation harmless from and against any and all claims arising from non-compliance or alleged non-compliance with the provisions of the ADA in effect during the term of the lease, including any extensions and renewals, due to the University's changes or alterations to the Property and/or the passageways, pedestrian walkways, sidewalks or parking in the vicinity of the Property, and from and against all costs, attorneys fees, expenses and liabilities incurred in or from any such claim.
9. The University shall have the right to name and provide signage to the Property in its sole discretion, so long as (i) the signage is in accordance with all applicable laws and regulations affecting the Property; and (ii) the signage is permissible pursuant to the terms of the Purchase Agreement.
10. The Foundation shall have no duty whatsoever as landlord for the condition of the premises and all such duties or responsibilities are hereby assumed by the University. The Foundation's sole duties are those specifically set forth herein.
11. The University has conducted its own investigation and review of the Property with its own experts. The Foundation makes no representations or warranties of any kind regarding the Property. The University is leasing the Property in as-is condition.



12. If the University shall default in any way of its obligations under this lease, the University shall have a period of 60 days from the date of written notice from the Foundation within which to cure any default. Upon an uncured default of this Agreement by the University such default shall be considered a "dispute" arising from this Agreement that shall be processed as outlined in section D below. If, at the end of such process, the default remains uncured, the Foundation shall have the right to terminate this Agreement, reenter the property, and relet or sell the property as allowed by law.
13. If the Foundation shall default in any way of its obligations under this lease, the University shall be entitled to all rights and remedies available to it in law or in equity.

### **C. DEED OF PROPERTY TO UNIVERSITY**


Once the purchase money loan is paid in full by the Foundation, the Foundation will immediately deed the Property in fee simple to the University for no additional consideration.

### **D. MISCELLANEOUS**


1. The parties agree that the advent of litigation between the two arising from the terms of this Agreement will be a waste of resources. As such the parties agree that any disputes that arise from this Agreement will be resolved by the appropriate staff of the parties. If the staff cannot resolve the dispute, then the dispute will be referred to the President of the Foundation and the President of the University. If the Presidents cannot resolve the dispute, then the dispute will be referred to the Executive Committee of the Foundation and the President of the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall hire a mutually acceptable mediator to help resolve the dispute. If and only if all the above steps are followed in sequence and the dispute remains unresolved shall either party have the right to initiate litigation arising from this Agreement.
2. This Agreement is subject to the approval of the State Board of Education. This Agreement is also subject to the closing of the purchase of the Property pursuant to the Purchase Agreement. In the event that either of these conditions fail to occur, this Agreement shall be null and void.

Signature page follows.

**Boise State University**

  
By: Stacy Pearson  
Its: Vice President of Finance and Administration

**The Boise State University Foundation, Inc.**

  
By: William Ilett  
Its: Chair

3856542\_6.DOC

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Bronco Stadium Expansion Project, Phase I

**REFERENCE**

December 2010	Bronco Stadium future projects update
February 2011	Board approves request to for Bronco Stadium Expansion Project Master Plan and Phase I Design

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K

**BACKGROUND/DISCUSSION**

In February 2011, the State Board of Education authorized Boise State University to proceed with preliminary design of the Bronco Stadium Expansion project, Phase I, at a cost not to exceed \$2.46 million. Phase I of this project included two major components, development of the sports fields, facilities and track at Dona Larsen Park, and development of a new Bronco Stadium Football Complex. In addition, Phase I involved studies regarding additional seating options.

Approval to construct the improvements at Dona Larsen Park was secured at the Board's special meeting on Sept. 9, 2011 with a total budget not to exceed \$6 million.

The design process for the Football Complex is underway. Utilizing the standard process through the Division of Public Works, the design teams of Hummel Architects and Populous Architects and the construction manager Kreizenbeck Construction have been retained. The consultants have completed schematic design and developed a preliminary estimate based on these documents. The facility program of approximately 69,000 gross square feet includes all-sports training and hydrotherapy facilities, a strength training and cardiovascular room, football team locker room, football team meeting rooms, football coaches' offices, football coach and staff locker rooms, academic study areas, recruiting lounge, equipment storage/checkout, loading dock and other infrastructure support spaces.

Based on the schematic level documents, early indications are that the cost of this portion of the project will exceed the \$20 million projected for this portion of the project (at the time of Board approval to design in February 2011) by approximately \$2 - \$3 million. In addition to the impact of market uncertainty on the project budget, during the schematic design phase some additional information was discovered which will impact the project budget including:

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

---

- Early cost assumptions were based only on general planning information; detailed information developed from the specific designs appears to have a somewhat higher overall unit cost of construction.
- Some added needs of the football program were identified during the design process increasing the overall size of the project.
- A small portion of the increased cost is related to larger structural members being incorporated in this phase which will support future upper deck seating.

The design team is continuing efforts to minimize additional costs while meeting the program needs. It is expected that the request for approval to construct, based on further development of the design, will be brought forward at the December 2011 Board meeting. Bidding is scheduled to begin in mid to late January 2012 with construction commencing by mid-March and anticipated construction completion in mid-summer 2013.

This project also presents an opportunity to upgrade and expand bleacher seating. The existing north and south portable bleachers will be relocated to Dona Larsen Park; upgraded replacement bleachers, including up to approximately 3,300 additional seats, will be placed primarily in the south end of the stadium, tying into the current east and west concourses. A smaller compliment of bleachers will be placed at the north end in a free-standing configuration. In addition to providing additional bleacher seating, this arrangement also makes way for the more permanent seating at the north end as envisioned in the Stadium master plan.

**IMPACT**

The \$2.46 million approved by the Board in February 2011 is estimated to be sufficient to progress design services through construction documents and studies related to the added bleachers, therefore no additional funding authorization is being requested at this time.

Depending upon the final number of seats and associated site development and exiting requirements, it is expected that approximately \$2.5 - \$3.1 million in additional funds will be needed for the replacement/expanded bleachers. Increased revenue from ticket sales on the net increase in seats will be used to help finance this improvement. The source of funds for this project is private gifts and Athletic Department operating revenues.

A final budget and financing plan will be presented to the Board when the project is brought for construction approval, currently planned for December 2011. While significant cash donations will be available for the project, it is expected that a portion of the funding will be from central reserves and new bond proceeds which will be repaid from pledged donations and athletic operating revenues. Any central reserves utilized will be repaid with interest from Athletics' operating revenues over a three to five year period.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board may desire more information on the following:

1. Whether central reserves could include any appropriated General Funds or student tuition and fees; and if doing so could negatively impact cash flow for academic programming.
2. How new bonding for this project may impact the university's overall bonding capacity and bond ratings.

**BOARD ACTION**

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

**UNIVERSITY OF IDAHO**

**SUBJECT**

Niccolls Family and Consumer Sciences Building Renovations, Planning and Design Phases

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1 and Section V.K.2.

**BACKGROUND/ DISCUSSION**

The Niccolls Family and Consumer Sciences Building on the Moscow campus of the University of Idaho houses the Margaret Ritchie School of Family and Consumer Sciences. Constructed in 1951, it remains virtually untouched from that era, with only the most modest of renovations and improvements over the years. Architectural spaces and finishes are all extremely dated. Programmatic elements such as the Foods Laboratory were designed to support a science-based curricula focused on home and family. This curriculum has expanded to include quantity food production and dietary requirements for special health needs. An upgraded Foods Laboratory will sustain accreditation with the American Dietary Association.

In the Fall of 2009, the University initiated a Technical Assessment & Feasibility Study to look at needs, requirements and potential renovations of the Niccolls Building. A team of consultants headed by Castellaw Kom Architects of Lewiston teamed with Hummel Architects of Boise conducted a technical evaluation of the facility and identified a series of prioritized programmatic and infrastructure improvements necessary to support the programs of the Margaret Ritchie School within the Niccolls Building. The feasibility study was completed in April 2010 and focused on six general areas of needed improvements

- Foods Laboratory
- Child Development Laboratory
- Departmental Smart Classroom Development
- Future Interior Space Needs
- Future Exterior Building Envelope Needs
- Infrastructure Needs

Once the general needs of the building were identified, the consultants and the facility stakeholder committee focused on priorities for the programmatic improvements. That discussion led to recognizing the Foods Laboratory and Child Development Laboratory as the top tier programmatic priorities. The Margaret Ritchie School and the College of Agricultural and Life Sciences then began to have preliminary discussions with donors to test the feasibility of raising funds to address these priority needs.

Those conversations have led to early leadership gifts. Accordingly, the University requests authorization to begin a limited scope design effort to plan and develop a project to address the needed improvements in the Foods Laboratory and Child Development Laboratory.

***Overall Project Description***

The existing Food Development Laboratory is outdated and based on an outmoded model of education. It is equipped with residential equipment and was initially conceived and designed to support a residential-based educational model. The current need is to educate students in the ability to study the dietetic nutritional needs and preparation of food for large groups – be that in support of the hospitality industry, schools, institutions and other large group settings. The stations are small and cramped, the space does not have adequate air conditioning or make up air, and large southern windows add to the heat load generated by the equipment, creating an overly warm environment even on cool days. Ventilation is insufficient, and finishes are outdated and in need of repair by replacement. Circulation of occupants within and through the space is poorly planned, and there is no ability to provide for a convenient or flexible dining arrangement within the Laboratory.

The Child Development Laboratory has several spatial issues which should be addressed. These issues limit lab activities and make visual observation of children difficult. Architectural finishes are outdated and in need of repair by replacement. There are issues with the flow of drop-off activities for the parents. A washer and dryer are not located within the space. and storage options are limited. An immediate need is to add a food preparation area specific to the needs of the Child Development Laboratory. Currently teachers must use the Foods Laboratory, one floor above, and not secure against food allergies. This addition sustains the accreditation of the CDL by the National Association for the Education of Young Children.

It is the intent of this project to address these and other related issues. First priority and heavy emphasis will be placed upon the Food Development Laboratory as that is the first priority identified by the stakeholder committee and the area most needing architectural revision. Improvements will be considered for the Child Development Laboratory as can be achieved within available funds.

***Authorization Request***

This request is for a Capital Project Authorization to plan and design renovations and improvements to the Food Preparation Laboratory and Child Development Laboratory at the Niccolls Building. This request is sought for the Planning and Design phases only – construction authorization is not being sought at this time.

The anticipated eventual total project effort is valued at \$1,300,000 to include design phase and construction costs and appropriate and precautionary contingency allowances.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

The University currently seeks authorization to expend up to \$150,000 on Planning and Design Phase activities.

Upon the conclusion of the Planning and Design Phase Activities, the University will return to the Board of Regents with a separate authorization request for Construction Phase activities.

***Additional Information***

Project Delivery: In parallel to the effort to raise funds to support the programmatic needs, the University submitted a request to the Permanent Building Fund to support a project effort aimed at making needed and necessary HVAC infrastructure improvements to the building. That request has resulted in a FY 2012 PBF allocation for the HVAC improvements. The State Division of Public Works is ready to initiate that project.

Given that the University funded project described in this request will require close coordination with the State funded HVAC infrastructure project, it is the intent of the university to combine the project described here with the project to be administered by the State for purposes of project delivery. The University is in contact with the State Division of Public Works and understands that DPW is agreeable to this cooperative arrangement. In this way, both projects may be delivered more efficiently with greater coordination and collaboration.

Coordination with the University's Strategic Plan: This project directly supports the University's strategic plan and its education and outreach goals. The project is in alignment with the strategic goals and objectives of the College of Agricultural and Life Sciences. Further, it is fully consistent with the stated goals and intents of the Technical Assessment & Feasibility Study for the Nicolls Building, the University's Long Range Campus Development Plan (LRCDP), and the Campus Infrastructure Master Plan.

**IMPACT**

The immediate fiscal impact of this effort is \$150,000.

<b><u>Funding</u></b>		<b><u>Estimate Budget</u></b>	
State	\$ 0	Construction	\$ 0
Federal (Grant):	\$ 0	A/E & Consultant Fees	\$ 150,000
Other (UI/Bond)	\$ 0	Contingency	\$ 0
Private	\$ 150,000		
Total	\$ 150,000	Total	\$ 150,000

The overall, projected eventual impact assuming that the desired Construction Phase is eventually authorized upon successful completion of this Planning and Design Phase is \$1,300,000.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

---

**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

The UI is seeking to leverage donor funds with state Permanent Building Fund alteration and repair moneys to perform needed renovations and improvements to the Niccolls building. If additional eligible space is created as a result of this project, it would be eligible for occupancy costs.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to implement the Planning and Design Phase of the Niccolls Family and Consumer Sciences Building Renovations in the amount of \$150,000. Authorization includes the authority to execute all requisite consulting, design, and vendor contracts necessary to fully implement the Planning and Design Phases of the project. Construction Authorization will require a separate Authorization action at a later date to be determined.

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

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of October, 2011

**History Narrative**

- 1 **Institution/Agency:** University of Idaho      **Project:** Niccolls Family and Consumer Sciences Building Renovations and Improvements, University of Idaho, Moscow, Idaho
- 2 **Project Description:** Design phase work towards an eventual series of renovations and improvements to the Niccolls Family and Consumer Sciences Building located on the main campus of the University of Idaho, Moscow, Idaho.
- 3 **Project Use:** Project will renovate and improve spaces within the Niccolls Family and Consumer Sciences Building, University of Idaho, Moscow, Idaho. In the main, the spaces to be improved are the Foods Lab and Child Development Lab. This initial project authorization request is for planning and design phase. Total Project Cost to include the future construction phase is eventually estimated to be \$1,300,000
- 4 **Project Size:** N/A

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 135,000	\$ -	\$ 15,000	\$ 150,000
History of Revisions:								
Total Project Costs	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 135,000	\$ -	\$ 15,000	\$ 150,000

History of Funding:	PBF	ISBA	* Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other			
Initial Authorization Request, Planning and Design Phase Only, Oct 11			\$ 150,000				\$ 150,000	\$ 150,000
Total	\$ -	\$ -	\$ 150,000	\$ -	\$ -		\$ 150,000	\$ 150,000

\* Privately developed gift revenue raised specifically for this purpose. UI will report back to the Board of Regents any resulting revisions to the project estimate resulting from the bid process and seek additional project authorization as may be required.

\*\* Project Contingency

**THIS PAGE INTENTIONALLY LEFT BLANK**

STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011

---

<b><u>TAB</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ACTION</u></b>
1	SUPERINTENDENT'S UPDATE	Information Item
2	TEMPORARY CHANGES TO IDAPA 08.02.03.111, ASSESSMENT IN THE PUBLIC SCHOOLS	Motion to Approve
3	BOISE SCHOOL DISTRICT REQUEST FOR A WAIVER TO IMPLEMENT AN ALTERNATIVE DESIGN FOR SCHOOL CHOICE BETWEEN SECONDARY SCHOOLS NOT RECEIVING TITLE I FUNDS	Motion to Approve
4	ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) FLEXIBILITY AND WAIVER GUIDANCE	Information Item
5	SCHOOL DISTRICTS' TRUSTEE BOUNDARY REZONING RESUBMITTALS	Motions to Approve

THIS PAGE INTENTIONALLY LEFT BLANK

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

**SUBJECT**

Superintendent of Public Instruction Update to the State Board of Education

**BACKGROUND/DISCUSSION**

Superintendent of Public Instruction, Tom Luna, will provide an update on the State Department of Education.

- A 5-minute PowerPoint presentation on teen dating violence will be given by the Idaho Coalition Against Sexual and Domestic Violence.

**BOARD ACTION**

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

THIS PAGE LEFT INTENTIONALLY BLANK



**STATE DEPARTMENT OF EDUCATION**  
**OCTOBER 20, 2011**

---

**SUBJECT**

Temporary Changes to IDAPA 08.02.03.111, Assessment in the Public Schools

**REFERENCE**

August 20, 2011

M/S (Luna/Goesling): To approve the proposed removing reference to the Direct Math and Direct Writing Assessment tests in IDAPA 08.02.03.111, subsections 03, 06, 07. *Motion carried unanimously.*

June 17, 2010

M/S (Atchley/Edmunds): To approve the request by the Idaho State Department of Education to waive IDAPA 08.02.03.111.07.b for the 2010-2011 school year which requires the State Department of Education to administer the Direct Math and Direct Writing Assessment. *Motion carried unanimously.*

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-105, Idaho Code, Rules—Executive Department;  
Idaho Administrative Code, IDAPA 08.02.03 Rules Governing Thoroughness;  
Subsection 111, Assessment in the Public Schools; Subsections 03, 06, and 07

**BACKGROUND/DISCUSSION**

In August, 2011, the State Board of Education approved the proposed rule change to IDAPA 08.02.03, Subsection 111 by removing the Direct Writing Assessment and the Direct Math Assessment from administrative rule. The State Department of Education (SDE) is requesting the State Board of Education also approve the rule changes as a Temporary Rule in order to affect the current (2011-12) school year. SDE sought the rule change because the state is moving to the next generation of assessments by using the state's Common Core Standards and associated assessments. In addition, DMA and DWA results were not received in a timely manner and there were also concerns about reliability in scoring the tests as they had to be hand scored. Previous resources used to fund DWA and DMA are now being used to develop end of course assessments.

**ATTACHMENTS**

Attachment 1 – IDAPA 08.02.03.111; Subsections 03, 06, 07

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the temporary rule. In August, the Board approved the Proposed Rule change that allows for the removal of all references to the Direct Writing Assessment and Direct Math Assessment for the 2012-13 school year and beyond. This agenda item merely seeks approval of a temporary rule that would allow the removal of all references to the Direct Writing Assessment and Direct Math Assessment for the current 2011-12 school year.

**STATE DEPARTMENT OF EDUCATION**  
**OCTOBER 20, 2011**

---

**BOARD ACTION**

I move to approve the temporary rule changes to IDAPA 08.02.03.111, Subsections 03, 06, 07, as submitted.

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

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

**IDAPA 08  
TITLE 02  
CHAPTER 03**

**08.02.03 - RULES GOVERNING THOROUGHNESS**

**111. ASSESSMENT IN THE PUBLIC SCHOOLS.**

**03. Content.** The comprehensive assessment program will consist of multiple assessments, including, the Idaho Reading Indicator (IRI), ~~the Direct Writing Assessment (DWA), the Direct Mathematics Assessment (DMA),~~ the National Assessment of Educational Progress (NAEP), the Idaho English Language Assessment, the Idaho Standards Achievement Tests (ISAT), ~~and the Idaho Alternate Assessment, and a college entrance exam.~~

~~(4-2-08)~~(10-20-11)T

**06. Comprehensive Assessment Program.** The State approved comprehensive assessment program is outlined in Subsections 111.06.a. through 111.06.l. Each assessment will be comprehensive of and aligned to the Idaho State Content Standards it is intended to assess. In addition, districts are responsible for writing and implementing assessments in those standards not assessed by the state assessment program. (4-2-08)

**a.** Kindergarten - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

**b.** Grade 1 - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

**c.** Grade 2 - Idaho Reading Indicator, Grade 2 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

**d.** Grade 3 - Idaho Reading Indicator, Grade 3 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

**e.** Grade 4 - ~~Direct Math Assessment,~~ National Assessment of Educational Progress, Grade 4 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment.

~~(4-2-08)~~(10-20-11)T

**f.** Grade 5 - ~~Direct Writing Assessment,~~ Grade 5 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)(10-20-11)T

**g.** Grade 6 - ~~Direct Math Assessment,~~ Grade 6 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)(10-20-11)T

**h.** Grade 7 - ~~Direct Writing Assessment,~~ Grade 7 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)(10-20-11)T

**i.** Grade 8 - ~~Direct Math Assessment,~~ National Assessment of Educational Progress, Grade 8 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment.

~~(4-2-08)~~(10-20-11)T

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

**j.** Grade 9 - ~~Direct Writing Assessment~~, Grade 9 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. ~~(4-2-08)~~(10-20-11)T

**k.** Grade 10 - High School Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

**l.** Grade 11 - Idaho English Language Assessment, college entrance exam. ~~(4-2-08)~~(10-20-11)T

**m.** Grade 12 - National Assessment of Educational Progress, Idaho English Language Assessment. (4-2-08)

**n.** Students who achieve a proficient or advanced score on a portion or portions of the ISAT, or the Idaho Alternate Assessment, offered in their tenth grade year or later are not required to continue taking that portion or portions. (5-8-09)

**07. Comprehensive Assessment Program Schedule.** (5-3-03)

**a.** The Idaho Reading Indicator will be administered in accordance with Section 33-1614, Idaho Code. (3-15-02)

~~**b.** The Direct Math Assessment and the Direct Writing Assessment will be administered in December in a time period specified by the State Department of Education. (3-15-02)~~

~~**e-b.**~~ **b.** The National Assessment of Educational Progress will be administered in timeframe specified by the U.S. Department of Education. ~~(3-15-02)~~(10-20-11)T

~~**d-c.**~~ **c.** The Idaho Standards Achievement Tests will be administered twice annually in the Fall and Spring in a time period specified by the State Board of Education. ~~(5-3-03)~~(10-20-11)T

~~**e-d.**~~ **d.** The Idaho Alternate Assessment will be administered in a time period specified by the State Board of Education. ~~(4-2-08)~~(10-20-11)T

~~**f-e.**~~ **e.** The Idaho English Language Assessment will be administered in a time period specified by the State Board of Education. ~~(4-2-08)~~(10-20-11)T

**STATE DEPARTMENT OF EDUCATION**  
**OCTOBER 20, 2011**

---

**SUBJECT**

Request from the Boise School District to receive a waiver to implement an alternative design for school choice between secondary schools not receiving Title I funds.

**REFERENCE**

August 11-12, 2010	M/S (Luna/Soltman): To approve the request by the Boise School District to receive a waiver for Idaho Administrative Code, IDAPA 08.02.03 – Section 112, Accountability for non-Title 1 for school choice between secondary schools for one year. <i>Motion carried unanimously.</i>
--------------------	--

**APPLICABLE STATUTE, RULE, OR POLICY**

No Child Left Behind (NCLB) Section 1116(b)(1)(E)  
Idaho Administrative Code, IDAPA 08.02.03 – Section 112, Accountability

**BACKGROUND/DISCUSSION**

The Boise School District requested guidance from the State Department of Education related to offering school choice among its secondary schools. Idaho has one accountability plan for all schools regardless of whether or not schools receive additional Title I-A financial support. While in federal statute ‘School Choice’ is only required for Title I-A funded schools, as a result of the statewide accountability model adopted in Idaho, all schools in “improvement status” are required to offer school choice. When a school is funded through Title I-A federal funds, the district is allowed and required to use federal funds set-aside at the district level for choice related transportation costs. However, these federal funds may not be used for non-Title I schools. Thus, the state accountability model requires an additional sanction, but does not identify a funding source for the activity.

Boise has a history of open enrollment throughout the district in an effort to accommodate the needs of its patrons. As a result, it has continuously offered school choice. However, its situation is complicated because as of the 2010-2011 School Year, only one of the four high schools (Boise High) within the district is not identified as being in “improvement status.” All four of the schools have been recently identified by such publications as *Newsweek Magazine* and the *Washington Post* as being among the best in the country (Timberline, Borah, Capitol, and Boise High Schools). To offer choice to students in each of the other three schools would result in significant additional transportation costs for the district out of local funds. Further, the district cannot displace students that live inside the attendance area. Therefore, the intent of NCLB school choice (to provide parents with the choice of a higher performing school) would actually have a more limited impact than what actually occurs under Boise’s open

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

enrollment policy, in that fewer students would be able to transfer and their only choice would be Boise High School. The school would be forced to accommodate local students and students using the school choice option.

Therefore it was suggested by the State Department of Education that the district request a waiver to implement an alternative means that continues to meet the intent of providing parents with choice but which is not limited by the necessity of offering the choice of only one school, and which also does not negatively impact the local budget. Boise School District requests this waiver to be in effect indefinitely until NCLB is reauthorized or until such a time as a new state accountability model is adopted.

The district has and will continue to offer supplemental education services (tutoring) to all eligible students in each of the schools not meeting AYP and that are also identified for improvement in order to provide ample opportunity to achieve high expectations regardless of whether their students' parents choose to take advantage of the open enrollment policy.

**IMPACT**

At a minimum transportation costs to offer choice to all students at Borah, Timberline, and Capitol will exceed \$400,000 annually.

The State Department of Education does not believe that this waiver will set an unintended precedent for other Idaho School Districts. Other districts would first need to adequately show (a) a history of school choice and (b) a recognized top tier performance in its high schools based on external sources of judgment.

**ATTACHMENTS**

Attachment 1 – Letter from the Boise School District

Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the waiver for the following reasons: 1) This requirement will likely go away next year with the Department federal waiver application assumed approval, and 2) The Boise School District has been forthcoming with their intent to comply with this requirement. However, my recommendation doesn't come without some concern. What follows are a few facts, as well as pros, cons, & other considerations.

Assuming that Idaho is granted a Federal waiver of increased flexibility on administering the Elementary & Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), the "one size fits all" school improvement requirements will likely be recreated in such a way as to alter "School Choice" as we currently know it. The waiver would allow and encourage states to implement an exemption that in essence removes this federal requirement.

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

The Boise School District has yet to send out the appropriate Adequate Yearly Progress (AYP) Notification Letters to its district patrons for the 2010-2011 Academic Year. These letters are required to go out to patrons of school districts that do not make AYP 14 days prior to the start of the school year. Even though the Department did not get Federal and Board approval for the current AYP targets until the very end of July, concessions were made and disseminated to all school districts that still allowed for the creation and distribution of these letters to patrons prior to the two week deadline. The district submitted a request to waive this school improvement requirement to the Department on August 10, 2011, less than a week prior to the two week deadline.

The requirement for School Choice in the accountability system is mirrored off of the design for Title I-A funded schools. Idaho expanded the requirement to all schools, regardless of federal funding status. The unintended consequence of this, was that some parts became an unfunded mandate for non-Title I-A funded schools. Under federal requirements, a district is required to set aside funding out of its Title I-A allocation for use with School Choice-related transportation costs in Title I funded schools that are in school improvement status under NCLB. However, these federal funds may not be used for any non-Title I-A funded school. Additional requirements at the state level (i.e., those placed on non-Title I-A funded schools) must be paid for out of local and/or state funds.

If *APPROVED*...

- The intent of the State's School Choice policy would more or less be met. However, low-income families would have a less realistic financial option of sending their kids to another high school in the district since they would have to cover some the transportation costs. The Boise School District has worked to provide access to all students through open enrollment and partnerships with public transportation, but public transportation doesn't provide access from all Boise neighborhoods to all high schools.
- Precedence would unlikely be set for other similar school districts to follow next year, since this requirement will likely go away assuming the SDE federal waiver application will be approved by the Federal Government this winter.
- The State Board would demonstrate its commitment to additional state accountability requirements beyond those established by the federal government. Yet provide waivers only to those school districts that demonstrate a plan to meet the intent of the School Choice policy.

If *NOT APPROVED*...

- Low-income families would have a more realistic financial option of sending their kids to another high school in the district, because the Boise School District

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

would have to pay for entire cost of transporting students exercising their choice of school.

- According to SDE staff, anecdotal evidence suggests that state policies and practices have not ensured that all other school districts are adhering to the School Choice requirements the state created in addition to basic federal NCLB school improvement requirements for schools & districts not making AYP. Idaho has never had a mechanism for monitoring its own unique requirements beyond what is required by the Federal Government. SDE compliance monitoring occurs for accountability and improvement requirements only in relation to federal programs, under Title I. Federal monitoring processes are prohibited by law from monitoring additional state requirements. Therefore, there are a number of districts that may not be implementing the unfunded mandate for School Choice in non-Title I-A schools. In the Boise School District's case, they have at least openly applied for a waiver from the Board, demonstrated commitment to compliance with State policy, and offered a solution that still meets the intent of the School Choice policy. That's more than what other districts that are, or may be, out of compliance have done. Unfortunately, there are no mechanisms in place, nor are there adequate means to monitor compliance of these school improvement requirements. The Department has the practice and authority to withhold Federal funds from those districts that are found to be out of compliance with the federal requirements (i.e., in Title I-A funded schools). However, there is no alternative method available to ensure compliance in relation to the State requirements. In other words, there are likely districts that are out of compliance with this policy, of which the Board is not aware because they have not asked for permission to waive this state requirement. Boise School District is bringing this issue to the Board's attention voluntarily in order to play by the rules. A denial of the request could therefore unintentionally encourage districts to not collaborate with the Board in those areas that are required, but which are unfunded and not monitored.
- The unintended consequence of forcing the school choice option strictly according to the current State policy may in fact cause students and families to have less choice if space at a School Choice eligible school is unavailable to all students who wish to exercise their choice. Choice priority is not given to students based on socio-economic status. It's a "first come, first served" thing.
- If the Boise School District is required to strictly follow the School Choice policy, it has indicated that it would have to actually dis-enroll those students who have used open enrollment and be more prescriptive in terms of which students get which spaces. As a result, some or all of those students who currently come from outside those respective school zones would need to return to their "home" zone schools, unless such schools were eligible for School Choice. In addition to disrupting the school year and academic progress of students, this would require significant time and effort to reschedule schools and classes for these students. It would also likely serve to disenfranchise parents who already send their kids to



**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

non-home zone high schools for academic, athletic, and social reasons, and in some regards detract from the intent of the State's school choice policy, which is to ensure parents have the right to send their children to high performing schools.

**BOARD ACTION**

I move to approve the request by the Boise School District to receive a waiver for school choice between secondary schools for the 2011-2012 school year,

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

THIS PAGE INTENTIONALLY LEFT BLANK



## The Independent School District of Boise City

8169 West Victory Road  
Boise, ID 83709

(208) 854-4000  
FAX (208) 854-4003

August 24, 2011

To Whom It May Concern:

The Boise School District would like to ask for an extension of the high school choice waiver granted by the State Board in Fall 2010. We would like to request that this waiver be approved until NCLB is reauthorized or other changes occur that would affect school choice requirements in Idaho's Accountability Workbook.

This waiver is based on the alternative method that is already in place:

- The Boise School District offers choice to all families through open enrollment.
- Supplemental Educational Services (SES) are provided for those high schools that do not meet AYP and are in "improvement" status.

Although Boise High School is still the only traditional high school not in improvement, Spring 2011 ISAT results reveal additional details for consideration. Both Capital and Timberline High Schools met AYP while Boise High School did not. Borah High School did not meet AYP, making it the only high school in "improvement" and not meeting AYP. These data reveal some of the inconsistencies in current law that Mr. Luna has recently highlighted. Additionally, all four of Boise School District's traditional high schools appear in *Washington Post's* (formerly *Newsweek's*) annual listing of America's best high schools for effectively preparing students for college. Boise, Borah, Capital, and Timberline high schools list among the top 7-percent of all public high schools in the U.S.

Thank you for your consideration in this very important matter.

Sincerely,

Dr. Don Coberly  
Superintendent

**THIS PAGE INTENTIONALLY LEFT BLANK**

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

**SUBJECT**

Elementary and Secondary Education Act (ESEA) Flexibility and Waiver Guidance

**REFERENCE**

July 29, 2011      M/S (Luna/Westerberg): To adopt the Idaho Consolidated State Application Accountability Workbook, as submitted. Roll call vote taken; motion passed 4-2 (Mr. Soltman and Mr. Edmunds voted nay).

**APPLICABLE STATUTE, RULE, OR POLICY**

Public Law No. 89-10, 79 Statute 27, 20 U.S.C. Ch. 70, Elementary and Secondary Education Act (ESEA)

**BACKGROUND/DISCUSSION**

The federal No Child Left Behind (NCLB) Act passed in 2001. It was scheduled to be reauthorized four years ago, but neither Congress nor the Administration has taken action to reauthorize the law. NCLB still has many strong parts, but many parts must be addressed as states work to improve public education. The good part of NCLB is that it put a standards-based education system in place in every state and then has held states, districts and schools accountable for every student reaching grade level or higher in reading and math. However, the law has become a stumbling block to further progress in Idaho schools and schools across the country. The current federal law only measures the number of students who reach grade-level proficiency at the end of the year. It currently does not accept growth as part of proficiency requirements. The law also does not provide enough flexibility for rural states, like Idaho, to best meet the needs of students. Many of these changes were supposed to be addressed when the law was reauthorized four years ago. Since the law has not been reauthorized, the new federal waiver process gives Idaho the opportunity to increase accountability within the current NCLB law. With Idaho's waiver, the state will move to a higher level of accountability by measuring academic growth as well as proficiency. In this way, the state will measure the progress of all students – those who struggle as well as those who are advanced. The state began moving in this direction by passing the Students Come First education reform laws in 2011. By passing Students Come First, Idaho has automatically met many of the requirements necessary to receive a waiver, including the adoption of higher academic standards, the ability to measure academic growth, a system to reward academic progress in Idaho schools, and tying educator performance evaluations to student achievement. Idaho's accountability plan can now better reflect the goals of the State Board of Education, the State Department of Education, and the Education Alliance.

Superintendent Luna, as a member of the Chief State School Officers (CCSSO) has been working on the next generation of accountability. The US Department used these principles as the basis for their model.

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

The flexibility principles are listed in Attachment 1.

Some of the key flexibility principles include: (1) changing the timeline and procedures for determining annual measureable objectives (AMOs) and Adequate Yearly Progress (AYP); (2) flexibility in identification of school's for improvement status and more focus on the priority (bottom 5%) and focus schools (bottom 10% for gaps); (3) flexibility in the implementation of improvement requirements such as offering choice and supplemental education services; (4) flexibility for the use of certain federal funds; and (5) opportunity to use federal funds to reward schools.

In late September, Superintendent Luna, State Department of Education (SDE) staff and a Board staff member attended a meeting in Washington, DC, sponsored by both CCSSO and the U.S. Department of Education to clarify the waiver process and to discuss the details of the submission.

SDE staff with expertise in federal programs, assessment, school improvement, and teacher evaluation have begun working in concert with Board staff and the Board's Accountability Oversight Committee on characterizing the elements of the Students Come First legislation to develop an Idaho accountability system that more fully meets the needs of the state. Focus groups and broad stakeholder input are planned throughout the process. A plan will be submitted to the State Board of Education for approval.

**IMPACT**

Discussion and development of the waiver plan do not have a financial implication. When the waiver plan is submitted, a financial impact statement will be included.

**ATTACHMENTS**

Attachment 1 – ESEA Flexibility

Page 3

**BOARD ACTION**

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

---

# ESEA Flexibility

---



September 23, 2011

## FLEXIBILITY TO IMPROVE STUDENT ACADEMIC ACHIEVEMENT AND INCREASE THE QUALITY OF INSTRUCTION

---

In order to move forward with State and local reforms designed to improve academic achievement and increase the quality of instruction for all students in a manner that was not originally contemplated by the No Child Left Behind Act of 2001 (NCLB), a State educational agency (SEA) may request flexibility, on its own behalf and on behalf of its LEAs, through waivers of ten provisions of the Elementary and Secondary Education Act of 1965 (ESEA) and their associated regulatory, administrative, and reporting requirements. In order to receive this flexibility, an SEA must meet the principles described in the next section. Terms that are defined in the Definitions section of this document are in bold type the first time they appear.

1. Flexibility Regarding the 2013–2014 Timeline for Determining Adequate Yearly Progress (AYP): An SEA would no longer need to follow the procedures in ESEA section 1111(b)(2)(E) through (H) for setting annual measurable objectives (AMOs) to use in determining AYP. Instead, an SEA would have flexibility to develop new ambitious but achievable AMOs in reading/language arts and mathematics in order to provide meaningful goals that will be used to guide support and improvement efforts for the State, local educational agencies (LEAs), schools, and student subgroups.
2. Flexibility in Implementation of School Improvement Requirements: An LEA would no longer be required to comply with the requirements in ESEA section 1116(b) to identify for improvement, corrective action, or restructuring, as appropriate, its Title I schools that fail, for two consecutive years or more, to make AYP, and neither the LEA nor its schools would be required to take currently required improvement actions; however, an SEA may still require or permit an LEA to take such actions. An LEA would also be exempt from all administrative and reporting requirements related to school improvement under current law.
3. Flexibility in Implementation of LEA Improvement Requirements: An SEA would no longer be required to comply with the requirements in ESEA section 1116(c) to identify for improvement or corrective action, as appropriate, an LEA that, for two consecutive years or more, fails to make AYP, and neither the LEA nor the SEA would be required to take currently required improvement actions. An LEA would also be exempt from all associated administrative and reporting requirements related to LEA improvement under current law.
4. Flexibility for Rural LEAs: An LEA that receives Small, Rural School Achievement Program funds or Rural and Low-Income School Program funds would have flexibility under ESEA sections 6213(b) and 6224(e) to use those funds for any authorized purpose regardless of the LEA's AYP status.
5. Flexibility for Schoolwide Programs: An LEA would have flexibility to operate a schoolwide program in a Title I school that does not meet the 40 percent poverty threshold in ESEA section 1114(a)(1) if the SEA has identified the school as a **priority school** or a **focus school**, and the LEA is implementing interventions consistent with the **turnaround principles** or interventions that are based on the needs of the students in the school and designed to enhance the entire educational program in the school, as appropriate.



6. Flexibility to Support School Improvement: An SEA would have flexibility to allocate ESEA section 1003(a) funds to an LEA in order to serve any priority or focus school, if the SEA determines such schools are most in need of additional support.
7. Flexibility for Reward Schools: An SEA would have flexibility to use funds reserved under ESEA section 1117(c)(2)(A) to provide financial rewards to any **reward school**, if the SEA determines such schools are most appropriate for financial rewards.
8. Flexibility Regarding Highly Qualified Teacher (HQT) Improvement Plans: An LEA that does not meet its HQT targets would no longer have to develop an improvement plan under ESEA section 2141 and would have flexibility in how it uses its Title I and Title II funds. An SEA would be exempt from the requirements regarding its role in the implementation of these plans, including the requirement that it enter into agreements with LEAs on the uses of funds and the requirement that it provide technical assistance to LEAs on their plan. This flexibility would allow SEAs and LEAs to focus on developing and implementing more meaningful evaluation and support systems. An SEA would not be exempt from the requirement of ESEA section 1111(b)(8)(C) that it ensure that poor and minority children are not taught at higher rates than other children by inexperienced, unqualified, or out-of-field teachers; however, once more meaningful evaluation and support systems are in place in accordance with principle 2 (described below), an SEA may use the results of such systems to meet that requirement.
9. Flexibility to Transfer Certain Funds: An SEA and its LEAs would have flexibility to transfer up to 100 percent of the funds received under the authorized programs designated in ESEA section 6123 among those programs and into Title I, Part A. Moreover, to minimize burden at the State and local levels, the SEA would not be required to notify the Department and its participating LEAs would not be required to notify the SEA prior to transferring funds.
10. Flexibility to Use School Improvement Grant (SIG) Funds to Support Priority Schools: An SEA would have flexibility to award SIG funds available under ESEA section 1003(g) to an LEA to implement one of the four SIG models in any priority school.

## OPTIONAL FLEXIBILITY

In addition to its request for waivers of each of the requirements above, an SEA may wish to request flexibility through a waiver related to the following:

Flexibility in the Use of Twenty-First Century Community Learning Centers (21st CCLC) Program Funds: An SEA would have flexibility under ESEA sections 4201(b)(1)(A) and 4204(b)(2)(A) to permit community learning centers that receive funds under the 21st CCLC program to use those funds to support expanded learning time during the school day in addition to activities during non-school hours or periods when school is not in session (*i.e.*, before and after school or during summer recess).

## PRINCIPLES FOR IMPROVING STUDENT ACADEMIC ACHIEVEMENT AND INCREASING THE QUALITY OF INSTRUCTION

---

To receive flexibility through the waivers outlined above, an SEA must submit a request that addresses each of the following four principles, consistent with the definitions and timelines described later in this document, to increase the quality of instruction for students and improve student academic achievement in the State and its LEAs. In the SEA's request, the SEA must describe how it will ensure that LEAs will fully implement these principles, consistent with the SEA's authority under State law and the SEA's request.

### 1. College- and Career-Ready Expectations for All Students

Over the past few years, Governors and Chief State School Officers have developed and adopted rigorous academic content standards to prepare all students for success in college and careers in the 21st century. States are also coming together to develop the next generation of assessments aligned with these new standards, and to advance essential skills that promote critical thinking, problem solving, and the application of knowledge. To support States in continuing the work of transitioning students, teachers, and schools to a system aligned to college and career ready expectations, this flexibility would remove obstacles that hinder that work.

To receive this flexibility, an SEA must demonstrate that it has college- and career-ready expectations for all students in the State by adopting **college- and career-ready standards** in at least reading/language arts and mathematics, transitioning to and implementing such standards statewide for all students and schools, and developing and administering annual, statewide, aligned, **high-quality assessments**, and corresponding academic achievement standards, that measure **student growth** in at least grades 3-8 and at least once in high school. An SEA must also support English Learners in reaching such standards by committing to adopt English language proficiency (ELP) standards that correspond to its college- and career-ready standards and that reflect the academic language skills necessary to access and meet the new college- and career-ready standards, and committing to develop and administer aligned ELP assessments. To ensure that its college- and career-ready standards are truly aligned with postsecondary expectations, and to provide information to parents and students about the college-readiness rates of local schools, an SEA must annually report to the public on college-going and college credit-accumulation rates for all students and student subgroups in each LEA and each high school in the State.

### 2. State-Developed Differentiated Recognition, Accountability, and Support

Fair, flexible, and focused accountability and support systems are critical to continuously improving the academic achievement of all students, closing persistent achievement gaps, and improving equity. Based on the principles for accountability developed by the Council of Chief State School Officers, many States are already moving forward with next-generation systems that recognize student growth and school progress, align accountability determinations with support and capacity-building efforts, and provide for systemic, context-specific interventions that focus on the lowest-performing schools and schools with the largest achievement gaps. This flexibility would give SEAs and LEAs relief from the school and LEA improvement requirements of NCLB so they can implement these new systems.

To receive this flexibility, an SEA must develop and implement a system of differentiated recognition, accountability, and support for all LEAs in the State and for all Title I schools in these LEAs. Those systems must look at student achievement in at least reading/language arts and mathematics for all students and all subgroups of students identified in ESEA section 1111(b)(2)(C)(v)(II); graduation rates for all students and all subgroups; and school performance and progress over time, including the performance and progress of all subgroups. They may also look at student achievement in subjects other than reading/language arts and mathematics, and, once an SEA has adopted high-quality assessments, must take into account student growth. An SEA's system of differentiated recognition, accountability, and support must create incentives and include differentiated interventions and support to improve student achievement and graduation rates and to close achievement gaps for all subgroups, including interventions specifically focused on improving the performance of English Learners and students with disabilities. More specifically, the SEA's system must, at a minimum:

- Set new ambitious but achievable AMOs in at least reading/language arts and mathematics for the State and all LEAs, schools, and subgroups, that provide meaningful goals and are used to guide support and improvement efforts.
- Provide incentives and recognition for success on an annual basis by publicly recognizing and, if possible, rewarding Title I schools making the most progress or having the highest performance as “reward schools.”
- Effect dramatic, systemic change in the lowest-performing schools by publicly identifying “priority schools” and ensuring that each LEA with one or more of these schools implements, for three years, meaningful interventions aligned with the turnaround principles in each of these schools. The SEA must also develop criteria to determine when a school that is making significant progress in improving student achievement exits priority status.
- Work to close achievement gaps by publicly identifying Title I schools with the greatest achievement gaps, or in which subgroups are furthest behind, as “focus schools” and ensuring that each LEA implements interventions, which may include tutoring and public school choice, in each of these schools based on reviews of the specific academic needs of the school and its students. The SEA must also develop criteria to determine when a school that is making significant progress in improving student achievement and narrowing achievement gaps exits focus status.
- Provide incentives and supports to ensure continuous improvement in other Title I schools that, based on the SEA's new AMOs and other measures, are not making progress in improving student achievement and narrowing achievement gaps.
- Build SEA, LEA, and school capacity to improve student learning in all schools and, in particular, in low-performing schools and schools with the largest achievement gaps. The SEA must provide timely and comprehensive monitoring of, and technical assistance for, LEA implementation of interventions in priority and focus schools, and must hold LEAs accountable for improving school and student performance, particularly for turning around their priority schools. The SEA and its LEAs must also ensure sufficient support for implementation of interventions in priority schools, focus schools, and other Title I schools identified under the SEA's differentiated recognition, accountability, and support system (including through leveraging funds the LEA was previously required to reserve under ESEA section 1116(b)(10), SIG funds, and other Federal funds, as permitted, along with State and local resources).

### **3. Supporting Effective Instruction and Leadership**

In recent years, many SEAs and LEAs have begun to develop evaluation systems that go beyond NCLB's minimum HQT standards, provide more meaningful information about the effectiveness of teachers and principals, and can be used to inform professional development and improve practice. High-quality systems, informed by research that affirms that educators have significant and lasting effects on student learning, draw on multiple measures of instructional and leadership practices to evaluate and support teacher and principal effectiveness. This flexibility will give SEAs and LEAs the ability to continue this work designed to increase the quality of instruction for all students by building fair, rigorous evaluation and support systems and developing innovative strategies for using them.

To receive this flexibility, an SEA and each LEA must commit to develop, adopt, pilot, and implement, with the involvement of teachers and principals, teacher and principal evaluation and support systems that: (1) will be used for continual improvement of instruction; (2) meaningfully differentiate performance using at least three performance levels; (3) use multiple valid measures in determining performance levels, including as a significant factor data on student growth for all students (including English Learners and students with disabilities), and other measures of professional practice (which may be gathered through multiple formats and sources, such as observations based on rigorous teacher performance standards, teacher portfolios, and student and parent surveys); (4) evaluate teachers and principals on a regular basis; (5) provide clear, timely, and useful feedback, including feedback that identifies needs and guides professional development; and (6) will be used to inform personnel decisions. An SEA must develop and adopt guidelines for these systems, and LEAs must develop and implement teacher and principal evaluation and support systems that are consistent with the SEA's guidelines. To ensure high-quality implementation, all teachers, principals, and evaluators should be trained on the evaluation system and their responsibilities in the evaluation system. As part of developing and implementing these evaluation and support systems, an SEA must also provide student growth data on current students and the students taught in the previous year to, at a minimum, teachers of reading/language arts and mathematics in grades in which the State administers assessments in those subjects in a manner that is timely and informs instructional programs. Once these evaluation and support systems are in place, an SEA may use data from these systems to meet the requirements of ESEA section 1111(b)(8)(C) that it ensure that poor and minority children are not taught at higher rates than other children by inexperienced, unqualified, or out-of-field teachers.

### **4. Reducing Duplication and Unnecessary Burden**

In order to provide an environment in which schools and LEAs have the flexibility to focus on what's best for students, an SEA should remove duplicative and burdensome reporting requirements that have little or no impact on student outcomes. To receive the flexibility, an SEA must assure that it will evaluate and, based on that evaluation, revise its own administrative requirements to reduce duplication and unnecessary burden on LEAs and schools.

Nothing in these principles shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under Federal, State, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements between such employees and their employers.

## CONSULTATION

---

Each SEA must engage diverse stakeholders and communities in the development of its request. By engaging relevant stakeholders at the outset of the planning and implementation process, an SEA can ensure they have input in shaping the SEA's comprehensive plan, which will help ensure successful implementation of the SEA's plan. Ideally, an SEA will solicit input from stakeholders representing diverse perspectives, experiences, and interests, including those that will be impacted by and implement the policies included in the SEA's plan, and will strengthen its request by revising it based on this input.

Each SEA must provide a description of how the SEA meaningfully engaged and solicited input on its request from teachers and their representatives. Each SEA must also provide a description of how the SEA meaningfully engaged and solicited input on its request from other diverse communities, such as students, parents, community-based organizations, civil rights organizations, organizations representing students with disabilities and English Learners, business organizations, and Indian tribes. Finally, each SEA must provide an assurance that it has consulted with the State's Committee of Practitioners regarding the information set forth in its request.

## EVALUATION

---

Implementing this flexibility presents a valuable opportunity for SEAs, LEAs, and the Department to learn more about the effectiveness of various programs, practices, and strategies and to contribute to the evidence base of what works. The Department encourages an SEA that receives approval to implement this flexibility to collaborate with the Department to evaluate at least one program, practice, or strategy the SEA or its LEAs implement under principle 1, 2, or 3. For example, an SEA could propose to evaluate an aspect of its plan for transitioning to college- and career-ready standards; the interventions the SEA and its LEAs are implementing in priority or focus schools; or its teacher and principal evaluation and support systems. Interested SEAs will need to, upon receipt of approval of this flexibility, nominate for evaluation a program, practice, or strategy the SEA or its LEAs will implement under principle 1, 2, or 3. The Department will work with the SEA to determine the feasibility and design of the evaluation and, if it is determined to be feasible and appropriate, will fund and conduct the evaluation in partnership with the SEA, ensuring that the implementation of the chosen program, practice, or strategy is consistent with the evaluation design.



## DEFINITIONS

1. **College- and Career-Ready Standards:** “College- and career-ready standards” are content standards for kindergarten through 12<sup>th</sup> grade that build towards college and career readiness by the time of high school graduation. A State’s college- and career-ready standards must be either (1) **standards that are common to a significant number of States**; or (2) standards that are approved by a **State network of institutions of higher education**, which must certify that students who meet the standards will not need remedial course work at the postsecondary level.
2. **Focus School:** A “focus school” is a Title I school in the State that, based on the most recent data available, is contributing to the achievement gap in the State. The total number of focus schools in a State must equal at least 10 percent of the Title I schools in the State. A focus school is—
  - a school that has the largest within-school gaps between the highest-achieving subgroup or subgroups and the lowest-achieving subgroup or subgroups or, at the high school level, has the largest within-school gaps in graduation rates; or
  - a school that has a subgroup or subgroups with low achievement or, at the high school level, low graduation rates.

An SEA must also identify as a focus school a Title I high school with a graduation rate less than 60 percent over a number of years that is not identified as a priority school.

These determinations must be based on the achievement and lack of progress over a number of years of one or more subgroups of students identified under ESEA section 1111(b)(2)(C)(v)(II) in terms of proficiency on the statewide assessments that are part of the SEA’s differentiated recognition, accountability, and support system, combined, or, at the high school level, graduation rates for one or more subgroups.

3. **High-Quality Assessment:** A “high-quality assessment” is an assessment or a system of assessments that is valid, reliable, and fair for its intended purposes; and measures student knowledge and skills against college- and career-ready standards in a way that—
  - covers the full range of those standards, including standards against which student achievement has traditionally been difficult to measure;
  - as appropriate, elicits complex student demonstrations or applications of knowledge and skills;
  - provides an accurate measure of student achievement across the full performance continuum, including for high- and low-achieving students;
  - provides an accurate measure of student growth over a full academic year or course;
  - produces student achievement data and student growth data that can be used to determine whether individual students are college and career ready or on track to being college and career ready;
  - assesses all students, including English Learners and students with disabilities;
  - provides for alternate assessments based on grade-level academic achievement standards or alternate assessments based on alternate academic achievement standards for students with the most significant cognitive disabilities, consistent with 34 C.F.R. § 200.6(a)(2); and

- produces data, including student achievement data and student growth data, that can be used to inform: determinations of school effectiveness for purposes of accountability under Title I; determinations of individual principal and teacher effectiveness for purposes of evaluation; determinations of principal and teacher professional development and support needs; and teaching, learning, and program improvement.
4. **Priority School:** A “priority school” is a school that, based on the most recent data available, has been identified as among the lowest-performing schools in the State. The total number of priority schools in a State must be at least five percent of the Title I schools in the State. A priority school is—
- a school among the lowest five percent of Title I schools in the State based on the achievement of the “all students” group in terms of proficiency on the statewide assessments that are part of the SEA’s differentiated recognition, accountability, and support system, combined, and has demonstrated a lack of progress on those assessments over a number of years in the “all students” group;
  - a Title I-participating or Title I-eligible high school with a graduation rate less than 60 percent over a number of years; or
  - a Tier I or Tier II school under the SIG program that is using SIG funds to implement a school intervention model.
5. **Reward School:** A “reward school” is a Title I school that, based on the most recent data available, is—
- a “**highest-performing school**,” which is a Title I school among the Title I schools in the State that have the highest absolute performance over a number of years for the “all students” group and for all subgroups, on the statewide assessments that are part of the SEA’s differentiated recognition, accountability, and support system, combined, and, at the high school level, is also among the Title I schools with the highest graduation rates. A highest-performing school must be making AYP for the “all students” group and all of its subgroups. A school may not be classified as a “highest-performing school” if there are significant achievement gaps across subgroups that are not closing in the school; or
  - a “**high-progress school**,” which is a Title I school among the ten percent of Title I schools in the State that are making the most progress in improving the performance of the “all students” group over a number of years on the statewide assessments that are part of the SEA’s differentiated recognition, accountability, and support system, and, at the high school level, is also among the Title I schools in the State that are making the most progress in increasing graduation rates. A school may not be classified as a “high-progress school” if there are significant achievement gaps across subgroups that are not closing in the school.
6. **Standards that are Common to a Significant Number of States:** “Standards that are common to a significant number of States” means standards that are substantially identical across all States in a consortium that includes a significant number of States. A State may supplement such standards with additional standards, provided that the additional standards do not exceed 15 percent of the State’s total standards for a content area.

7. **State Network of Institutions of Higher Education (IHEs):** A “State network of institutions of higher education” means a system of four-year public IHEs that, collectively, enroll at least 50 percent of the students in the State who attend the State’s four-year public IHEs.
8. **Student Growth:** “Student growth” is the change in student achievement for an individual student between two or more points in time. For the purpose of this definition, student achievement means—
- For grades and subjects in which assessments are required under ESEA section 1111(b)(3): (1) a student’s score on such assessments and may include (2) other measures of student learning, such as those described in the second bullet, provided they are rigorous and comparable across schools within an LEA.
  - For grades and subjects in which assessments are not required under ESEA section 1111(b)(3): alternative measures of student learning and performance such as student results on pre-tests, end-of-course tests, and objective performance-based assessments; student learning objectives; student performance on English language proficiency assessments; and other measures of student achievement that are rigorous and comparable across schools within an LEA.
9. **Turnaround Principles:** Meaningful interventions designed to improve the academic achievement of students in priority schools must be aligned with all of the following “turnaround principles” and selected with family and community input:
- providing strong leadership by: (1) reviewing the performance of the current principal; (2) either replacing the principal if such a change is necessary to ensure strong and effective leadership, or demonstrating to the SEA that the current principal has a track record in improving achievement and has the ability to lead the turnaround effort; and (3) providing the principal with operational flexibility in the areas of scheduling, staff, curriculum, and budget;
  - ensuring that teachers are effective and able to improve instruction by: (1) reviewing the quality of all staff and retaining only those who are determined to be effective and have the ability to be successful in the turnaround effort; (2) preventing ineffective teachers from transferring to these schools; and (3) providing job-embedded, ongoing professional development informed by the teacher evaluation and support systems and tied to teacher and student needs;
  - redesigning the school day, week, or year to include additional time for student learning and teacher collaboration;
  - strengthening the school’s instructional program based on student needs and ensuring that the instructional program is research-based, rigorous, and aligned with State academic content standards;
  - using data to inform instruction and for continuous improvement, including by providing time for collaboration on the use of data;
  - establishing a school environment that improves school safety and discipline and addressing other non-academic factors that impact student achievement, such as students’ social, emotional, and health needs; and
  - providing ongoing mechanisms for family and community engagement.



A priority school that implements one of the four SIG models is implementing an intervention that satisfies the turnaround principles. An SEA may also implement interventions aligned with the turnaround principles as part of a statewide school turnaround strategy that allows for State takeover of schools or for transferring operational control of the school to another entity such as a recovery school district or other management organization.

## TIMELINES

The dates identified in the chart as deadlines (bolded in the chart) for complying with a principle are the latest by which an SEA or LEA must meet a particular principle. The dates identified as when an SEA or LEA may begin to implement a waiver represent the earliest the SEA or LEA may take advantage of the specified waiver.

The “At Submission” column describes generally the information an SEA must supply in order to receive the flexibility. See the document titled *ESEA Flexibility Request* for more detail on the specific evidence that States must submit to meet the principles. The initial waiver period will be through the 2013–2014 school year; however, an SEA that wishes to receive the flexibility must develop a plan that covers all four years identified in the chart. The “SY 2014–2015” column identifies the additional actions that an SEA must take if it receives an extension of the flexibility.

### TIMELINE FOR IMPLEMENTATION OF ESEA FLEXIBILITY

Principle or waiver	Required during initial waiver period				Required if approved for extension
	At submission	SY 2011–2012	SY 2012–2013	SY 2013–2014	SY 2014–2015
Adopt college- and career-ready standards	<b>Request includes evidence that the State has formally adopted college- and career-ready standards</b>				
Implement college- and career-ready standards	Request includes plan for transitioning to and implementing college- and career-ready standards	SEA and LEAs prepare to implement college- and career-ready standards		<b>SEA and LEAs implement college- and career-ready standards</b>	
Develop and administer high-quality assessments aligned with college- and career-	Request includes plan for developing and administering high-quality assessments aligned with college- and career-ready	SEA develops statewide high-quality assessments aligned with college- and career-ready standards		<b>SEA administers pilot high-quality assessments aligned with college- and</b>	<b>SEA administers high-quality assessments aligned with</b>

STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011

ESEA FLEXIBILITY

U.S. DEPARTMENT OF EDUCATION

Principle or waiver	Required during initial waiver period				Required if approved for extension
	At submission	SY 2011–2012	SY 2012–2013	SY 2013–2014	SY 2014–2015
ready standards	standards, and assurance that SEA will develop and administer alternate assessments consistent with 34 C.F.R. § 200.6(a)(2)			career-ready standards	college- and career-ready standards
Adopt ELP standards that correspond to college- and career-ready standards	Request includes assurance that SEA will adopt ELP standards			SEA adopts ELP standards that correspond to State's college- and career-ready standards, consistent with the requirement in ESEA section 3113(b)(2)	
Develop and administer ELP assessments	Request includes assurance that SEA will develop and administer ELP assessments				SEA develops and administers ELP assessments aligned with the State's ELP standards, consistent with the requirements in ESEA sections 1111(b)(7), 3113(b)(2), and 3122(a)(3)(A)(ii)

STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011

ESEA FLEXIBILITY

U.S. DEPARTMENT OF EDUCATION

Principle or waiver	Required during initial waiver period				Required if approved for extension
	At submission	SY 2011–2012	SY 2012–2013	SY 2013–2014	SY 2014–2015
Annually report college-going and college credit-accumulation rates for all students and subgroups of students in each LEA and each public high school in the State	Request includes assurance that SEA will annually report to the public the required data				SEA annually reports to the public college-going and college credit-accumulation rates, as defined under State Fiscal Stabilization Fund Indicators (c)(11) and (c)(12)
Waiver to set new ambitious but achievable AMOs	Request includes proposed new AMOs and justification that they are ambitious but achievable	SEA may apply new AMOs to AYP determinations beginning with SY 2011-2012 assessment results			Continue applying new AMOs
Waiver of requirements to identify schools and LEAs for improvement status		Beginning with release of AYP determinations based on SY 2011–2012 assessments, SEA and LEAs need not identify LEAs or schools, respectively, for improvement			Continue waiver
Waiver of requirements for schools and LEAs in improvement status to take certain specified actions			Beginning in SY 2012-2013, LEAs and schools need not take required actions under ESEA section 1116(b) or (c) (per the waiver discussed in the preceding row, LEAs and schools will no longer be in improvement status)		Continue waiver

STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011

ESEA FLEXIBILITY

U.S. DEPARTMENT OF EDUCATION

Principle or waiver	Required during initial waiver period				Required if approved for extension
	At submission	SY 2011–2012	SY 2012–2013	SY 2013–2014	SY 2014–2015
Develop and implement a State-based system of differentiated recognition, accountability, and support	Request includes a description of the SEA’s differentiated recognition, accountability, and support system and the SEA’s plan for implementation		SEA implements its system of differentiated recognition, accountability, and support		Continue implementing differentiated recognition, accountability, and support system
Annually identify and recognize or reward highest-performing and high-progress Title I schools	Request includes SEA’s methodology for identifying schools and list of schools based on SY 2010-2011 assessment results	SEA annually publicly identifies and recognizes or rewards highest-performing and high-progress Title I schools			Continue annually publicly identifying reward schools
Implement school interventions consistent with the turnaround principles in priority schools	Request includes SEA’s methodology for identifying schools, list of schools based on SY 2010–2011 assessment results, and a plan to implement interventions consistent with the turnaround principles in such schools over the period of the flexibility	SEA makes public its list of priority schools	LEAs implement interventions consistent with the turnaround principles in each Title I school identified as a priority school and consistent with SEA’s timeline for implementing such interventions in all of those schools over the period of the flexibility		Continue implementing interventions in priority schools
Implement interventions in focus schools	Request includes SEA’s methodology for identifying schools, list of schools based on SY 2010–2011 assessment results, SEA’s process for	SEA makes public its list of focus schools	LEAs implement interventions in each Title I school identified as a focus school		Continue implementing interventions in focus schools

STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011

ESEA FLEXIBILITY

U.S. DEPARTMENT OF EDUCATION

Principle or waiver	Required during initial waiver period				Required if approved for extension
	At submission	SY 2011–2012	SY 2012–2013	SY 2013–2014	SY 2014–2015
	ensuring LEAs implement interventions based on needs, and examples of interventions				
Build capacity to improve student learning	Request includes description of the SEA's process for building SEA, LEA, and school capacity		<b>SEA implements its process for building SEA, LEA, and school capacity through monitoring and technical assistance; holding LEAs accountable for improving school and student performance; and ensuring sufficient support for implementation of interventions in priority schools, focus schools, and other identified schools</b>		
Waiver of poverty threshold for priority and focus schools to operate a schoolwide program			<b>LEAs may operate a schoolwide program in their priority schools to implement interventions consistent with the turnaround principles and in their focus schools to implement interventions that are based on the needs of the students in the school and designed to enhance the entire educational program in a school</b>		Continue waiver
Waiver providing flexibility for rural LEAs			<b>LEAs that receive Small, Rural School Achievement Program or Rural and Low-Income School Program funds may use those funds for any authorized purpose regardless of their AYP status</b>		Continue waiver
Develop, adopt,	Request includes a plan to	<b>SEA adopts</b>	LEAs develop	<b>LEAs pilot</b>	<b>LEAs fully</b>

STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011

ESEA FLEXIBILITY

U.S. DEPARTMENT OF EDUCATION

Principle or waiver	Required during initial waiver period				Required if approved for extension
	At submission	SY 2011–2012	SY 2012–2013	SY 2013–2014	SY 2014–2015
and implement teacher and principal evaluation and support systems	develop guidelines for evaluation and support systems, process for ensuring LEA implementation, and assurance that SEA has provided student growth data to teachers or will do so by the deadline required under the State Fiscal Stabilization Fund	<b>guidelines for teacher and principal evaluation and support systems</b>  <b>SEA provides student growth data to teachers</b>	evaluation and support systems consistent with State guidelines	<b>implementation of evaluation and support systems</b> ( <i>e.g.</i> , pilot in a few schools; implement in all schools but do not publicize results) or fully implement evaluation and support systems	<b>implement evaluation and support systems</b>
Waiver of limits on transferability of funds and requirements to report transfers prior to transferring funds		<b>Limits on transferability do not apply to FY 2011 and subsequent funds</b>			<b>Continue waiver</b>
Waiver for flexibility to support school improvement			<b>SEA may allocate ESEA section 1003(a) funds to any LEA in order to serve focus and priority schools identified under the State-developed differentiated recognition, accountability, and support system, if the SEA determines such schools are most in need of additional support</b>		<b>Continue waiver</b>
Waiver for flexibility to reward schools			<b>SEA may use funds reserved under ESEA section 1117(c)(2)(A) to provide financial rewards to any</b>		<b>Continue waiver</b>

STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011

ESEA FLEXIBILITY

U.S. DEPARTMENT OF EDUCATION

Principle or waiver	Required during initial waiver period				Required if approved for extension
	At submission	SY 2011–2012	SY 2012–2013	SY 2013–2014	SY 2014–2015
			reward school identified under the State-developed differentiated recognition, accountability, and support system, if the SEA determines such schools are most appropriate for financial rewards		
Waiver regarding Highly Qualified Teacher (HQT) improvement plan		LEAs that do not meet the State’s HQT targets need not develop an improvement plan or restrict their use of Title I and Title II funds; SEA need not implement HQT plans or agreements regarding the use of funds and need not provide technical assistance to LEAs in implementing their plans			Continue waiver
Waiver to use SIG funds to support priority schools		SEA may award SIG funds to an LEA to implement one of the four SIG models in a priority school, even if that school is not otherwise a Tier I or Tier II school			Continue waiver
Review and evaluate State-level administrative and reporting requirements to reduce duplication and unnecessary burden	SEA assures it will review and evaluate State-level administrative requirements and adjust appropriately in order to reduce duplication and unnecessary burden on LEAs and schools.	SEA reviews and evaluates State-level administrative and reporting requirements and adjusts appropriately in order to reduce duplication and unnecessary burden on LEAs and schools.			Continue reviewing, evaluating, and adjusting administrative and reporting requirements



**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

**SUBJECT**

Approval of Resubmitted Idaho School Districts' Trustee Boundary Rezoning as Required by Idaho Statute and the 2010 Census Data

**REFERENCE**

August 11, 2011

The State Board disapproved the following school district rezoning plans: Boundary County, Emmett Independent, Firth, Fremont County Joint, Kellogg Joint, Kootenai, Lakeland, Lapwai, Mullan, North Gem, Ririe Joint, Three Creek Joint Elementary, and St. Maries Joint.

April 21, 2011

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

**APPLICABLE STATUTES, RULE OR POLICY**

Section 33.313, Idaho Code

**BACKGROUND / DISCUSSION**

Section 33-313, Idaho code mandates school districts submit to the State Board of Education for approval a proposal to redefine and change trustee zones which will equalize the population in each zone in the district within one hundred twenty (120) days following the decennial census. The Department has worked in collaboration with the Idaho School Boards Association (ISBA) to inform school districts of the requirements and provide technical assistance. At the April 20-21, 2011 Board meeting, the Board adopted requirements for compliance relative to the equalization of zone population. Those requirements are:

- Defining "equalized" to mean no more than a 10% variance in population between trustee zones within the district.
- Adjusted trustee zone boundaries shall follow census block boundaries or the exterior boundary of the school district, whichever is applicable, except in circumstances in which the census block lines and the school district boundary lines do not match.
- Splitting of census blocks will not be accepted, unless the school district can demonstrate to the Board that any proposed deviation will accurately account for all individuals within that census block.
- Trustee zone boundaries shall follow common identifiable lines, i.e., section lines, subdivision boundaries, road centerlines, waterways, railroad lines, etc.

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

- Proposal shall include a copy of the legal description of each trustee zone, a map of the district showing each zone, the approximate population of each zone.
- School districts shall use the approved legal descriptions for their school districts currently on file with the Idaho Tax Commission.
- Proposals shall be submitted to the Department of Education no later than July 8, 2011

At the August 10-11, 2011 Board meeting, the Board did not approve the original plans submitted by Boundary County, Emmett Independent, Firth, Fremont County Joint, Kellogg Joint, Kootenai, Lakeland, Lapwai, Mullan, North Gem, Ririe Joint, Three Creek Joint Elementary, and St. Maries Joint school districts. Section 33-313, Idaho Code requires school districts that have been disapproved to resubmit proposals within forty-five (45) days of disapproval. These resubmitted school district proposals have been reviewed on the following criteria:

- Each submittal provided a legal description of each trustee zone boundary and the legal description met a professional standard for presenting this type of information.
- A graphic image in electronic format was to be provided that indicates the trustee zone boundaries and corresponding census blocks contained within each zone with the population attributed to each block. Boundary lines were required to not be oddly shaped.
- A summary of population for each trustee zone demonstrating that no one zone varied by more than 10% in population from any other zone.
- Census blocks were not to be split without acceptable explanation so that an accurate determination could be made regarding the location of population relative to the proposed trustee zone lines.
- Submittals were asked to verify that they utilized the Idaho 2010 census data.
- Submittals were asked to verify that they utilized the district boundary consistent with those available at the Idaho State Tax Commission.
- If possible, submissions were asked to include electronic data files (shape files) that describe the zone boundaries so that this information would be available for future use in similar exercises.

Information regarding resubmitted school districts are included in the attachments below, as either 'recommended for approval' or 'exception' based on the review criteria already listed. The Mullan School District, whose plans were not approved at the August 11, 2011 Board meeting, continues to work with the State Department of Education to bring their plan into compliance.

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

Ten (10) of the previously disapproved school district proposals have been resubmitted and are being 'recommended for approval.' They have met and complied with all the review criteria and submittal requests. Many districts had previously requested that census blocks be split as part of their submittal. For those districts, they were required to provide justification that they were still maintaining equalization. Splitting of blocks with no population was acceptable. Splitting of blocks that would not cause an unequal population summary if the block of population were counted on either side of the split was also acceptable. Many of these submittals were initially returned to the district and were subsequently corrected.

Additionally, two (2) previously disapproved school districts are requesting that their resubmitted proposals be accepted with some type of notable deviation from the established requirements. These school districts have included justification for the requested exceptions in their submittals.

**IMPACT**

Approval of the recommended 'for approval' school district rezoning proposals will bring the trustee zones into compliance with section 33-313, Idaho Code.

**ATTACHMENTS**

**Attachment 1 – Ten (10) School Districts' Trustees Boundaries Rezoning Plans "Recommended for Approval"**

BOUNDARY COUNTY DISTRICT  
FIRTH DISTRICT  
FREMONT COUNTY JOINT DISTRICT  
KELLOGG JOINT DISTRICT  
KOOTENAI DISTRICT  
LAKELAND DISTRICT  
LAPWAI DISTRICT  
NORTH GEM DISTRICT  
RIRIE JOINT DISTRICT  
ST. MARIES JOINT DISTRICT

**Attachment 2 – Two (2) School Districts are Requesting Trustees Boundaries Rezoning "Exceptions"**

EMMETT INDEPENDENT DISTRICT  
THREE CREEK JOINT ELEMENTARY DISTRICT

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

**STAFF COMMENTS AND RECOMMENDATIONS**

Section 33-313, Idaho code requires each proposal include a legal description of each trustee zone, a map of the district showing how each trustee zone would then appear, and the approximate population each zone would then have. Additionally, the requirement that these proposals be submitted following the report of the decennial census clearly indicates that the intent is that school districts use the census data in determining the populations of each zone.

Thirteen (13) school district trustee rezoning plans were not approved at the August 11, 2011 Board meeting. Idaho code requires school districts that have been disapproved to resubmit proposals within forty-five (45) days of disapproval. The plans appearing before the Board on October 20, 2011 are resubmittals.

Using the census data gives the state a uniform reference point in time for determining the populations within each school district. When a school district splits a census block it makes it difficult to determine which portion of the population within that block is located on each side of the split, for census blocks with a large population concentrated in one area this may result in unequalizing the population within the trustee zones. By using the census block boundaries it makes it clear the population within each zone.

Of the two (2) districts requesting exceptions to the proposal submittal requirements, one is a chartered district. Chartered school districts have charters that predate Idaho code and are subject to the terms of their charter. As an example a chartered districts charter may state that the district is treated as one zone and the trustees are elected at-large. These districts' trustee zone boundaries should be approved based on the requirements of their charter.

Staff recommends approval of all of the school districts that met the Board approved requirements. Those school districts that have requested exceptions should be based on the merit of their justification for not meeting the requirements.

**BOARD ACTION**

I move to approve the Idaho school districts' trustee boundary rezoning proposals for those school districts listed under 'Recommended for Approval,' as submitted.

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

**STATE DEPARTMENT OF EDUCATION  
OCTOBER 20, 2011**

---

I move to approve the EMMETT INDEPENDENT DISTRICT trustee zone proposal, as submitted.

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

I move to approve the THREE CREEK JOINT ELEMENTARY DISTRICT trustee zone proposal, as submitted.

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

THIS PAGE INTENTIONALLY LEFT BLANK

**ATTACHMENT 1**

**Ten (10) School Districts’  
Trustees Boundaries Rezoning Resubmittals  
“Recommended for Approval”**

**TABLE OF CONTENTS**  
(rezoning informational content in separate file)

BOUNDARY COUNTY DISTRICT

FIRTH DISTRICT

FREMONT COUNTY JOINT DISTRICT

KELLOGG JOINT DISTRICT

KOOTENAI DISTRICT

LAKELAND DISTRICT

LAPWAI DISTRICT

NORTH GEM DISTRICT

RIRIE JOINT DISTRICT

ST. MARIES JOINT DISTRICT

THIS PAGE INTENTIONALLY LEFT BLANK



**ATTACHMENT 2**

**Two (2) School Districts Requesting  
Trustees Boundaries Rezoning Resubmittal  
Exceptions**

**TABLE OF CONTENTS**  
(rezoning informational content in separate file)

EMMETT INDEPENDENT DISTRICT

THREE CREEK JOINT ELEMENTARY DISTRICT

THIS PAGE INTENTIONALLY LEFT BLANK